

1897-035 Chancery Causes: Hampton & Smith] vs. S. Bailey & Co]
Lee Co.

Hampton, Smith, Bailey, Shupperson, Gilpen, Richmond,
yeary, Sutton, Fulkerson, Yarbrough, Greenley, Woolverton

CA-Debt
T-Property

To the Honorable W.T. Miller Judge of the Circuit Court of Lee County:

Humbly complaining your Orators, James Hampton and Joseph D. Smith, partners doing business under the firm name of Hampton & Smith will respectfully show to your Honor, that S. Bailey and W.T. Shepperson, partners doing business under the firm name of S. Bailey & Co. are indebted to them in the sum of Three hundred (\$300.00) dollars which became due and payable on the 15th day of November 1895, that the said S. Bailey and W.T. Shepperson are non-residents of the State of Virginia, that they have estate property and effects situated in Lee County Virginia, that they are removing or are about to remove their estate or the proceeds of the sale thereof, or a material part of said estate or the proceeds of the sale thereof from this State so that process of execution on a judgement obtained by the ordinary course of law would be unavailing; that said debt of three hundred dollars is justly due and owing, that it became payable at the time above mentioned, that said sum of three hundred dollars is due and owing to them by the said S. Bailey and Company for work and labor done for them and ~~ENH~~ at their special instance and request, in peeling tanbark. Now the object of this bill is to collect said debt of three hundred dollars, to attach the estate and effects of the said S. Bailey & Co. situated in Lee County Virginia and subject them to the payment of this debt, and being without adequate remedy at law, they pray your honor's court of chancery to take cognizance of their cause and grant them proper relief, and to this end they pray that S. Bailey and W.T. Shepperson partners doing business under the firm name of S. Bailey & Co. be made the parties defendant to this bill and that they be required to answer the same, but they need not answer under oath, that being expressly waived, that an order of publication be duly made posted and published against said non-residents, that the property of the said S. Bailey & Co situated in this County be attached and held subject to the payment of this debt, that a decree be given them for the full amount due them, and said attached property be sold for the payment thereof, and for full relief both special and general. May Spa. issue &c.

Pennington Bros. Attys
Duncan & Hyatt Attys

Hampton & Smith, by
Attorneys

Hampton Smith

vs $\frac{3}{4}$ Bill

S. Bailey & Co

- 1896 1st Oct rules bill filed
Spa & D as to W. T. Shepperson
D as to him & O P
for non resident
- " 2nd Oct rules D McCondo
as to W. T. Shepperson
Contd as to non resident
O P to complete
- " 1st Nov rules taken the
last eng day in Oct
O P complete & Cause
set for hearing.

To the Honorable W.T. Miller, Judge of the Circuit Court for Lee County, Virginia:

The answer of S. Bailey and W.T. Shepperson, partners trading under the firm name and style of S. Bailey & Co., to a bill filed against them by James Hampton and Joseph B. Smith, partners doing business under the name and style of Hampton & Smith.

Respondents would state that the nature and character of their business, their location and residence, are fully set out in their answer to a bill filed against them by H.C.T. Richmond, to which reference is here made for the facts therein stated.

These respondents would state that during the year 1895 they employed W.E. Yeary and _____ Bowen, doing business under the firm name and style of Yeary & Bowen to peel for these defendants a lot of tan bark, for which these respondents were to pay the said Yeary & Bowen three dollars and fifty cents per cord for said bark, when peeled and put on board the cars. They have understood and believe it to be true that said Yeary & Bowen employed the said Hampton & Smith to peel bark for them, and at the request of the said Yeary & Bowen these respondents paid various sums of money at different times to the said Hampton & Smith, which they understood represented one dollar per cord for bark peeled by them. And the said Yeary & Bowen requested these respondents to retain one dollar per cord for the said Hampton & Smith at these several times specified, but these respondents acted only as directed by Yeary & Bowen. They had nothing whatever to do with Hampton & Smith, never employed them to peel any bark, never undertook or agreed to pay for the bark peeled for Yeary & Bowen. When the money was due under their contract to Yeary and Bowen, they did not care to whom they paid it. and they only paid it as a part due to Yeary & Bowen. They therefore deny that they owe the plaintiffs three hundred dollars or any part thereof, or any other sum. At the close of the year 1895, there was a quantity of bark left over, possibly one hundred and twenty five cords or more. In the mean time Yeary & Bowen had failed, and were not able to comply with their contract. These respondents then undertook with Yeary & Bowen to get the bark left

over out of the woods, ship it, pay themselves for the expenses the
thereof, and then pay to Yeary & Bowen the residue. This was
done in the year 1896. In the mean time the bark had greatly dam-
aged, and when marketed, did not pay the expenses incident to ship-
ment. Respondent understood that this bark had been peeled by
the plaintiffs or their employees. But whether or not Yeary &
Bowen had then or have since paid the plaintiffs they have no
knowledge.

Respondent again reiterates that they positively deny hav-
ing any contract with the plaintiffs or agreement to pay Yeary &
Bowen for them. They are advised that if they had so promised un-
less they had done so in writing, it would be void under the Stat-
ute and not binding.

And now having fully answered they pray to hence dismissed with
their costs.

G. W. Saulsberry
Prickmore & Sweeney

15. 7. 1846

J. Bailey Esq
Acty. Treasurer

Hampton Smith

Hampton & Smith

vs.

S.Bailey & Co.

This cause came on this the 15th day of June 1897, to be heard on the bill of the complainants and exhibits therewith the answer of the defendants and general replication thereto, the deposition of witnesses and exhibits therewith and was argued by counsel, on consideration whereof ~~XXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX~~ the Court is of opinion that the complainants have failed to show by a preponderance of proof that the defendants undertook and agreed to pay the plaintiffs one dollar per cord for all the bark peeled by them as separate and independent contract from the contract entered into between said Plaintiff and Yeary and Bowen, but the Court is further of opinion that the said defendants S.Bailey & Co. did undertake and assume to pay the Plaintiff for Yeary and Bowen for all the bark received and shipped by said defendants under their contract with the said Yeary and Bowen, and it appearing to the Court that said defendants did receive and ship in the spring of 1896, of the bark peeled by said Plaintiffs, 134 cords and 101 feet of bark for which they have not paid, and that said Plaintiffs are entitled to one dollar per cord for peeling the same, it is therefore adjudged ordered and decreed that the Plaintiffs, James Hampton and Joseph D. Smith recover of the defendants S.Bailey and W.T. Shepperson partner doing business under the firm name of S.Bailey & Co. the sum of One hundred and thirty four dollars and 79 cents with interest thereon from the 15th day of March 1896 till paid, and it is further ordered and decreed that each party pay one half of the costs of this suit for which said sum of money and said costs executions may issue and this cause is stricken from the docket

Hampton & Smith

No. 3 Deane

S. Bayley & Co.

Final Deane

Eu. C. O. B. No. 6 p. 23-4

Enter this Deane

W. W. W.
June 15th 1897

Copied 175

At 6 Y. Richmond

12
33
396

The depositions of Thomas Gilpin

James Hampton, J. D. Smith

taken before me H. C. S. Richmond Jr. a Notary Public in and for the County of Lee and State of Virginia, by agreement of the parties, at Ewing, Va., on the 5th day of April, 1897, to be read as evidence on behalf of the complainants in ~~the~~ a chancery cause ~~of~~ now pending in the Circuit Court for Lee County, wherein James Hampton and J. D. Smith are complainants and S. Bailey and H. P. Shepperson are defendants:

Present G. H. Sauscherry atty. for defendants & E. H. Kemington atty. for complainants:

Thomas Gilpin a witness of lawful age after being duly sworn deposes as follows:

Ques 1 What is your name, age, and residence.

Ans My name is Thomas Gilpin, my age is 49 years, and I reside ~~at~~ in Bell Co., Ky.

Ques 2 Are you acquainted or know any of the parties to this suit?

Ans I am acquainted with the complainants and H. P. Shepperson, one of the defendants.

Ques 3 Do you know of the plaintiffs peeling any tar bark for the defendants; if so where and where?

Ans I do know of plaintiffs peeling tar bark for defendants near Ewing depot, in Lee County on the south side of

Cumberland Mountain. This bark was peeled in the months of April & May, 1895.

Ques. 4 What became of the bark so peeled by plaintiff?

Ans. A part of it was put on the cart and shipped and a part of it picked up in the woods. I don't know where it was hauled or whether it has all been hauled away or not yet.

Ques. 6 How much was picked up in the woods, and who directed it to be picked up and where was it picked up?

Ans. I think it was picked up in the woods in August & September, 1895. Mr. Shepersan directed it to be picked up there. I measured up the bark after it was picked up and made it 296 1/2 cords.

Ques. 7 If Mr. Shepersan gave any reason for having said bark picked up in the woods, state what it was?

Ans. 8 I heard him say he could not sell it at the prices he wanted for it and also so as to get the Sumner line to it.

Ques. 9 Were any other persons with you when you measured up this bark? if so, who?

Ans. Joe Gary and Bud Eldridge were with me. I don't remember any one else being along.

Ques. 10 Who employed you to measure this bark?

Ans. Mr. Hampton one of the plaintiffs.

Ques. 11 In how many places was this bark

ricked, and how far from Sumner line.

Ans.

There were seven ricks of the bark and each at a different place. Two ricks of this bark was in 10 to 15 feet of Sumner line, and the balance of the seven ricks were scattered along on the way the Sumner line was supposed to afterwards be constructed. The farthest not farther than a mile. I don't know whether the Sumner line was ever built out to the farthest of it or not.

Ques. 10 What became of the bark you measured, if you know.

Ans.

I don't know. I moved away from the neighborhood before any thing was done with it. I moved away to where I now live in Nov. 1895. The bark I measured was standing where it was ricked when I moved away.

Ques. 11 Did you ever hear any contract or agreement made between the plaintiffs and defendants concerning the plaintiffs peeling the bark? If so when and where was the contract or agreement made and what was the agreement between them?

Ans.

I heard some talk between Mr. Hampton and Mr. Shepersan in Mr. H. C. S. Richards store at Ewing, Va. This was along about the 1st of April, 1895. I heard Shepersan tell Mr. Hampton that he would retain \$1.00 per cord from Gary & Bowen to pay Mr. Hampton for peeling the bark. I don't remember hearing any thing more said between them.

Ques. 12. To refresh your memory: In

this conversation, did you not hear Mr. Hampton or Smith once tell Mr. Shepperson, that they would not peel any of the bark under any contract with Yeary & Bowen; that if he Shepperson would not agree to pay for the bark and they work for S. Bailey also, that they would not peel a particle of the bark; and then did not Mr. Shepperson say if Yeary & Bowen would authorize S. Bailey also to ~~transport~~ Hampton & Smith \$1⁰⁰ per cord for peeling, that he would agree to ~~pay~~ let them peel the bark and pay them for it at the rate of \$1⁰⁰ per cord for peeling; or words to that effect

Ans.

I heard Mr. Hampton & Mr. Smith say they would not peel the bark under Yeary & Bowen's contract; that they had their wagons loaded with provisions & stuff to go to Punnington Gap to peel bark there, that they would not peel any of this bark unless he would stand good for their pay. Mr. Shepperson told them to go ahead to peeling the bark, that he would retain \$1⁰⁰ per cord from Yeary & Bowen to pay them for this work. They appeared to be satisfied with this and went to work peeling the bark. I remember hearing nothing more between them.

13.

At the time you heard the afore-
said conversation had Hampton &
Smith peeled away of the bark?

Ans.

No, Sir: except four trees.

Ques 14

Were you present when you
heard the above conversation?

Ans.

Mr. Hampton, Mr. Smith, Mr.
Shepherdson & Mr. Richardson.

X Examined by S. W. Lumsden for
defendants J. Bailey & Co.

Q

1 Where did you live in 1895

Ans.

At or near Ewing Lee Co Va. ^{part of the time}

Q

2

Who did you work for in April 1895

Ans

I worked for Hampton & Smith

Q

3

What kind of work did you do in April 1895.

Ans.

I worked in Tombark some in the June and
for a while a little.

Q

4

Who besides yourself worked in peeling
bark for Hampton & Smith in April 95?

Ans

I could not tell you 15 or 20

Q

5

How do you know Hampton & Smith were
working for the defts. J. Bailey & Co

Ans

I heard them say so Mr Hampton &
Mr Smith?

Q

6

Is that the only way you know it?

Ans.

Yes Sir, and the Contract I heard
between them.

Q

7

Is the Contract that you have mentioned
in your direct examination the only
Contract you know of between J. Bailey
& Co. & the defendants?

Ans

That is the only Contract that I know

Q

8

Of you as a matter of fact, Hampton
& Smith were working under a Contract
that J. Bailey & Co. had with J. Bailey

Ans. 7 As that not true
No Sir.
Do you know of your own personal know-
ledge that they were not.
Ans. Only as I have stated heretofore
the conversation & contract that I
heard between Mr Hampton & Mr
Shepperson.
Q 10 You have stated that there was a
few trees peeled before you hear
what you term as a contract between
Shepperson & Hampton, under whose
contract was this few trees peeled
I don't know, they (Hampton & Smith)
sent us to the woods to work, after we
made some boards we cut & peeled
four trees without any order.
Q 11 How did you know they wanted you
to peel bark?
Ans. They (Hampton & Smith) was building
Shanties there & said it was the
timber they intended to peel.
Q 12 This was before you heard the
conversation, you have spoken
of in your direct exami-
nation, which you call a contract,
was not?
Ans. Yes Sir this was before that.
Q 13 How many Shanties had
they built
Ans. They had started two.
Q 14 About what time in the month
was this
Ans. I was between the 5th and 15 of
April, 1895.
Q 15 Where, or how near the Shanties
did you live then,
Ans. I lived in about three hundred
yard, if where the Shanties were
being built, then
Q 16 What did you do next day?

Ans. to 16 I think we went to work at the Shanties
next day.
Q 17 Did you complete the Shanties
before you did anything else.
Ans. No Sir.
Q 18 When did you complete them
I don't know, or so after commencing to
peel bark.
Q 19 Was you a witness for Hampton & Smith
in trial of this case in the County Court
Ans. No Sir.
Q 20 Why not.
Ans. I was a witness to Jonesville but
it was not tried.
Q 21 When was this.
Ans. I disremember
Q 22 How did you happen to come from
Ky, to this place today?
Ans. I was sent for by Mr Hampton
Q 23 You were not summoned were you
Ans. No Sir.
Q 24 Who hauled the bark, to make it
Ans. Mr. J. & Mr. Hor, for Hor
and Carl J. J.
Q 25 Was this the firm of J. & Hor
who had a bark contract with
Ans. They were acting as a firm, they was
not peeling but hauling bark.
Q 26 Who were they hauling for.
Ans. I don't know, they said Shepperson.
Q 27 If they were hauling the bark peeled
by Hampton & Smith, is it not
true that they were hauling for
Hampton & Smith
Ans. No Sir.
Q 28 How long have you known Mr
Shepperson of the firm of J. & J. & Co
Ans. Since about March 95.
Q 29 When did you meet him
Ans. I met him at Evening 2nd.

Q 30 Under what rules or measurement did you measure the bark.
 ans. 128 feet to the cord

Q 31 Under the contract with Jeffs & Co. were they (Jeffs) to accept the bark under your measurement or how?
 ans. No Sir there was nothing said about it

Q 32 How were the debts to pay Jeffs & Co.
 ans. I disremember if I ever heard

Q 33 Is it not a fact that all you know about this contract that you got it from Humphreys & Smith.
 ans. No Sir I hear Shepperson say that he would retain \$1.25 on each cord to pay them.

Q 34 Retain from what.
 ans. retain from Gary & Brown.

Q 35 When did you leave her. in 95-
 ans. Nov.

Q 36 Was the bark all for piled up then.
 ans. I think it was about all piled.
 Q When did Shepperson tell you he could not sell his bark.
 ans. I hear him speak to Gary & Brown, that the price of bark had gone down that he could not sell it at that time. I do not think there was any one else present, I think it was about the first of Sept. 95.

Q Why was he telling them.
 ans. they were doing the hauling he said he could haul it cheaper on skimming than wagons.

And further this deponent saith not

Thos Gilpin

Wit Claim
 1 day .30
 Mileage
 24 miles 96
 Depts. object to
 mileage as he has
 not succeeded.

James Hampton another witness of lawful age after being duly sworn deposes as follows:

Ques 1 Give your name, age, residence & connection with this suit.

Ans. My name is James Hampton, I am about 50 years old, I reside in Lee County, Va. about 1 1/2 miles from Lewisburg; and I am one of the plaintiffs in this suit.

Ques 2 Do the defendants, S. Bayley & Co owe you and J. S. Smith any sum of money? If so, how much, for what and when did it become due?

Ans. Said defendants do owe us ~~the~~ \$300.00 for peeling for them the bark on the south side of Cumberland Mountain in this County and near Lewisburg. They were to pay it monthly, what was shipped in one month was to be paid for the month next after.

Ques 3 Did you & J. S. Smith have any contract with said defendants concerning the peeling of said bark? If so what was the contract, when and where made?

Ans. We did have a contract concerning the peeling of said bark. It was made in H. C. P. Rickman's Store; and about the 12th of April 1875. By the terms of this contract he (H. C. P. Rickman) was to pay us \$1.00 per cord for the peeling & setting the saws up against the

log, where peeled.

Ques. 4 ^{all} Of the bark you peeled under your contract, have you been paid any sum; and if so who paid you?

Ans. We have been paid some, by checks I think signed by S. Bailey & Co.

Ques. 5 When were you paid the last on this bark peeling?

Ans. I can't tell exactly what time it was; it was in 1895, and might have been in Sept. or Oct. of that year.

Ques. 6 Do you remember how much was paid you at the last payment of S. Bailey & Co.?

Ans. No, Sir.

Ques. 7 Do you know any thing about S. Bailey & Co. in 1895 stopping shipping the bark peeled by you? If so where did they stop shipping?

Ans. Mr. Shipperson told me ^{he} was going to stop shipping the bark as he could not afford to take for it for what he could get that time for it. I think this was in August or Sept. 1895, and he said he was going to have it picked up and hold it over for another year; and after I heard him say this or about the time they began picking it, it all was picked up in the woods and in a field, Carl Gray & Joe Hae (or Saw) did the work of picking.

Ques. 8 Have you and J. D. Smith been paid any thing for the peeling of the

11
bark that was picked up in
the woods & field?

Ans. No Sir.

Ques 9 Have the defendants ship ped
away any part of the bark that
was picked up? If so when was
it shipped and how much of it?
if not all of it has not been
shipped.

Ans. All of it has not been ship-
ped. A part of it, I don't know
how much of it, was shipped
in the summer or spring of 1896.

Ques 10 Have you been paid any
thing ~~for~~ these last shipments
made in 1896.

Ans. No Sir.

Ques 11 Of that part of the bark that
was picked up and not since
picked been shipped, tell where
it is or what has become of it?

Ans. Some of it has been burned
up, some of it hauled to Ewing
depot and some of it is yet where
it was picked up and some of
it scattered ⁱⁿ ~~at~~ one place
another.

Ques 12 Do you burn any of it; scatter
it or haul it away?

Ans. No Sir.

Ques 13 Who was present when you &
Mr. Smith made your contract
with Mr. Shepperson concerning
the peeling of this bark?

Ans. H. C. A. Richardson, J. D. Smith, Thomas
Gilpin, myself and Mr. Shepperson.

Ques 14 Did not Mr. Shepperson want you
to work under a contract with Gary
& Bowen & did you not decline to
do so, and tell him you would not

12
peel the bark unless he would
contract with you and agree to
pay you himself?

Ans.

The above question and answer is objected
to because same is leading and incompetent.
Sustained for objection.

Ans.

Ques 14

Yes Sir.

After you had made your
contract with Mr. Shepperson
did he not procure from
Gary & Bowen the exhibit 13
filed in Mr. Shepperson's deposi-
tion and give the same to you.

Ans.

He gave it to Mr. Smith I
think.

Ques 15

Before you made your contract
with Mr. Shepperson at Mr. Rich-
mond, ^{stop} had you and he not had
some talk about you peeling
the bark?

Ans.

We had had conversations before
this some two or three times, Mr.
Shepperson brought his men to
my house ^{to board} and said he would
arrange it for me to peel it, that
he wanted me to do it.

Ques 16

Do you know or remember any
thing about the cutting of the
four trees mentioned by Mr.
Gilpin & building the "shacks"? If
so tell about it and why it
was done?

Ans.

It was understood we were to do
the work and I told him to cut
some trees and try the bark ^{to see}
how it would peel.

Ques 17

Why was it, if you understood
you were to do the work, that you

afterwards took Mr. Shepperson
to Richmond's Store & There make
a contract with him.

Ans. 18 Mr. Richmond told us to run us
while we were at work and he
said he would not do it unless
Mr. Shepperson would contract
with us to do the work and pay us, &
Mr. Shepperson was to pay Mr. Rich-
mond for us what he had paid
us and then pay us the balance
if any thing. I don't remember any
other reason.

ques. 19 Did not Mr. Richmond tell
you if he was to run you
while getting out the bark he wanted
to know that your contract was
such that would be binding
on Mr. Shepperson

The last question and any answer that
may be made thereto, is objected to
because it is leading and irrelevant

Ans.

Yes Sir.

Wm. Sulsterry att
for defendants

Q

1 How much did you sue for in
the County Court?

Ans.

\$225.⁰⁰ the first time.

Q

2 How come you to make this suit
for \$300.⁰⁰

Ans.

I sued him the first to bring him to
settlement & this time for amount he owed.

Q

3 Have you any account or books showing
the amount that is left over you?

Ans.

I have no book nor account of it.

Q

4 How did you determine how much
was due you

Ans.

I measured the bark & had others to do so.

Q 5 The last payment was in full of all S. Bailey & Co
owed you at that time was it?
Ans. Yes Sir.
Q 6 Have you all the papers and receipts that
was passed between Bailey & Co & Gray & Bowen,
and yourselves?
Ans. I don't know whether I have them all
or not, I don't know for sure.
Q 7 Has Mr Smith your partner got one
of the Gray & Bowen papers?
Ans. He may have.
Q 8 Where is the Contract between your
firm and Gray & Bowen?
Ans. I don't know.
Q 9 You did have a written Contract
with Gray & Bowen did you?
Ans. Yes Sir.
Q 10 Was that with reference to pulling
this same bark that this suit is about?
Ans. Yes Sir.
Q 11 Where is that Contract?
Ans. I don't know I think Mr Richmond
has it.
Q 12 What was that Contract?
Ans. I don't know.
Q 13 At the time you claim to have made a Contract
with Shepperson, had S. Bailey & Co, then a Contract
with Gray & Bowen to pull this Bark.
Ans. They had a Contract but I never saw
it I don't know what it was.
Q 14 Now as a matter of fact Mr Smith
is it not true, that S. Bailey & Co had made a Contract
to pull this Bark, pulled it with Gray
& Bowen, and you had a Contract in writing
with Gray & Bowen, as subcontractors, and
pulled the Bark over on under same?
Ans. They had a Contract, S. Bailey & Co with Gray &
Bowen so I heard. Mr. Hampton & Smith
had a Contract with Gray & Bowen, but
we did not work under it, because
Mr Richmond would not run under
them and we come over here and

Mr Shepperson Contracted with us to
retain a \$100 on the Carol and pay same
to us himself.
Q 15 Then he Shepperson was to pay you
a \$100 on the Carol, to be returned, from
the Contract that Gray & Bowen had
with S. B. & Co, is that right?
Ans. Yes Sir.
Q 16 Then there was nothing due you, except
as same was due Gray & Bowen, from
S. Bailey & Co.
Ans. It was due me & Mr Smith,
and not Gray & Bowen.
Q 17 Hampton & Smith got the money as
indicated in Check as 4. 7 to Mr
Shepperson's deposition did you, which
I now show & read to you.
Ans. It might have been paid here.
Q 18 When was Bailey & Co to pay you Smith?
Ans. They was to pay us Monthly, what
shipped in this month to be paid next
month.
Q 19 Then there was nothing until the Bark
was shipped is that right?
Ans. He (Shepperson) was to pay us Monthly
on returns of the Car.
Q 20 Then as I understand, you was to take
return measure is that right?
Ans. Yes Sir was to be paid by return
measure.
Q Then how can you tell that there has
been shipped 300 cords according to return
measure that you have not been paid for?
Ans. When I got that bark pulled it was
done with it.
The above question is objected to
because it assumes that witness has
said 300 cords have been shipped &
when in fact he has only stated a
portion of 300 cords were shipped.
Punished for Complaint

Q 21 How much of the Bark & has been burned and how do you know any of it has?

Ans I don't know how much, but my opinion is about from 5 to 15 cords. I have seen Mr Eldridge coming from rich with it and burning it.

Q 22 Did any one else burn it except Mr Eldridge, and who is Mr E this first name where does he live.

Ans. I don't know whether any else did or not for fire wood. Dudley Eldridge. He lives in poor Valley in this County.

Q 23 When was this Bark shipped?

Ans. It was shipped in the Spring or Summer of 1876.

Q 24 Are you sure that you was paid for all bark shipped in 1875?

Ans I think we have been.

Q 25 Did you ever present an account of what you claimed to be due you and demand pay ment on it?

Ans. I ~~was~~ never went to him but one day and three times on that day and he refused to pay us for what he shipped in 1876.

Q 26 When did you go to him - it was

Ans. I do not remember, but it was in the Summer or fall of 1876.

Q 27 How much did you demand of him on that day?

Ans. \$100-^{or} or if not that much due to pay what ^{was due}

Q 28 Was that the last time you went to him?

Ans. Yes Sir.

Q 29 Was that just about the time you brought your first suit in 96?

Ans. Just a little before.

17
Harrington's deposition Cont.

Q 30. The bark had all been shipped at that time had it, I mean the time you went to him last?

Ans. - All, shipped but a little, which was on the grounds amounting to a can or two, I give this as my best opinion.

Q 31 - Then how much was in the woods?

Ans. - I don't know, and have no idea.
Examined by pettys. Counsel.

ques. 1 Was the written contract between you & Smith & Bowen & Yeary ever delivered to you.

Ans. I never had in my hands, I don't think.

ques. 2. After Mr. Richmond to run you, did he not tell you he would not do so under the Yeary & Bowen contract that for him to run you. You would have ^{to have} a contract with S. Bailey & his themselves and then you made your contract with Ship person.

The last question, is seriously objected to

because it is in chief and leading
and important. Mr. Sempley for left,
Ans. Yes Sir.

And further this deponent saith
not. James ^{his} ~~mark~~ Hampton

J. D. Smith a nother witness of
lawful age after being duly sworn
deposes as follows.

I am one of the plaintiffs in
this suit, reside in this county and
am 37 years old.

Ques. Do the firm of S. Bailey & Co
owe the firm of Hampton & Smith
any sum of money? if so, how
much and for what?

Ans. That firm does owe us \$300⁰⁰
for peeling tan bark.

Ques. 2. Was there a contract between
your firm & S. Bailey & Co about
peeling this bark? If so, when & where
was it made and what was the
terms of the contract and cause of
the contract to be made. Tell.

all about it.
Ans.

There was a contract made be-
tween our firm and S. Bailey & Co
about peeling said bark. This
contract to the best of my recollec-
tion was made between the 1st,
5th of April, 1895, and in St. C. F.

Richmonds Store. The terms of
the contract was made with
Mr. J. Shepperson for the firm of
S. Bailey & Co. and thereby they
were to pay us \$1⁰⁰ per cord for
each cord peeled and to be paid
for monthly, that is what was
shipped in one month by S. Bailey
& Co to be paid us the next month.
The reason for making this con-
tract was we had a contract
blocked out between Gary & Bowen
and Mr. H. C. F. Richmond would
not accept of it and run us un-
der that contract with Gary & Bowen
which fact I told Shepperson
about. Then we came to Mr. Shep-

person as above stated

ques. 3. Was your contract with Mr. Shipperson made separate and independent of the Yeary & Bowen contract, or how?

Ans. Yes sir, it was separate & independent from the Yeary & Bowen

ques. 4. Did not Mr. Shipperson insist on your operating and peeling said bark under a contract with Yeary & Bowen; if so what did you tell him?

Ans. He did but we told him we could not, because we could not get supplies to run our hands under the Yeary & Bowen.

ques. 5. Who wrote the Yeary & Bowen contract and was it ever delivered to either you or Staughton

Ans. Mr. Richmond wrote it, and was never delivered to me

ques. 6. ~~Where~~ Where you made

your contract with Shepperson, was
any thing said by him as to when
he would ship the bark peeled?

Ans. He said he would ship right a-
long regular until the last piece
went out.

ques. 7. Did he do so.

Ans. He did up to late in the fall
of 1895. Then he went to hauling
& ricking up the bark. I heard
no more assigned for the ricking.
I was not hear then. I don't know
~~you~~ how much was ricked up. I was
at other places attending to other
bark

ques. 8. Has any of the bark ricked
up afterwards shipped by Defts.
If so when & how much?

Ans. ~~I don't know~~ That - blank. I don't
know personally about it.

ques. 9. Have you been paid anything
since the fall of 1895?

Ans. No Sir:
ques. 10. For the peeling done by you,
were you paid any part? If so,
who paid it?

Ans. We were paid for all except
what was picked up by S. Bailey
also.

X Examined by Mr. Lunsbury for depts.

Q 1st - As a matter of fact, you do not, of your
own personal knowledge, know how much bark
that was peeled, by you or the firm of Hampton
& Smith under their contract with J. B. Brown, for S.
Bailey also, do you?

Ans. - No Sir I do not.

Q 2nd - Do I understand you to say, that
there was a portion of the bark left over in the
woods until 1896 but you do not know
how much there was, is that right?

Ans. - That is correct I do not know
how much there was.

Q - 3rd - Do you know how much money
was paid you by S. Bailey who, when
I say you I mean Hampton & Smith, that
was returned from J. B. Brown.

Ans. - No Sir I could not answer that.

Q 4th - I now show you a writing dated
April 8th 1895, signed by Mr. J. B. Brown
James Hampton & J. H. Smith, and ask you
if the names of Smith & Hampton & said writing
is yourself and the James Hampton who, just
testified and you are the same parties as the
plaintiffs in this action.

Ans. - Yes Sir the names are our own and
the same parties who are plaintiffs in this
action.

Q 5th - Did you and Mr. Smith & J.
Hampton sign said contract?

Ans. - Yes Sir I signed it and
Mr. Hampton's name is to it, we
were in here one at a time.

Q 6th I will ask you to file said contract
as a part of your deposition and
cause same to be marked J. B. Brown.

Ans. - I file same as a part of my
deposition marked as requested. I
regard it as a dead issue this is not
the contract we worked under.

Q 7th - S. Bailey who had nothing to do with
this contract that you have filed.

Ans. No Sir.

Q 8th Who hauled the bark, which was pulled
by H & S. Carl Gear & for Nor.

Q 9th Was he the same of gear & Bower
Ans. - No Sir.

Q 10th - Under whose contract did they
work & who paid them for hauling.

Ans. They worked under Gear & Bower
contract & Mr Shepperson paid them for
said hauling.

Q 11th Do I understand you to say that, that
the \$100 per cord was to be paid you by S.
Bailey & Co, according to the return or Tannery
measure of the bark.

Ans. - Yes Sir., same was to be paid
over to H. J. Richmond according
to the Tannery measure.

Q 12th The cutter yourself, nor Mr Humphreys
ever measured any of the barks, to see
same measured.

Ans. - No Sir. at one time.

Mr J. D. Smith's deposition continued

25

Q. 13th Have you any means of telling how many cords of bark that was peeled by Hampton Smith, for which you claim that S. Bailey also owes you one dollar per cord.

Ans. The only means of telling was on our returns from shipping and that I knew nothing about.

Recd 24 aimed by J. D. Smith & counsel ques. Have you any means of telling how much bark was picked and left in woods & fields for which you have not been paid. If so, what.

Ans. The only means of telling what that was, are that we sent Thomas Gilman, Joe Yeary and S. Eldridge ^{to measure} it in the month of October 1895.

And further this deponent saith not.

J. D. Smith

H. C. Yeary another witness of lawful age, after being duly sworn deposes as follows:

My name is H. C. Yeary, I am

47 years old. I reside in ~~Thompson~~^{Supper}
4 miles from Zwing depot.

Ques. 1st Did you know St. J. Shep-
person in the summer & fall of
1895?

Ans. I did.

Ques. 2. Do you know where Hampton
& Smith peeled & tan bark for
S. Bailey & Co.

Ans. I do.

Ques. 3. Did you haul out any
portion of this bark.

Ans. I did.

Ques. 4. While hauling some of it
from the woods to the depot, did
you get any directions from
St. J. Shepperson about stopping
hauling to depot and rick-
ing it up in the Poor Valley?
If so state what he said.

Ans. After we had hauled a good
deal to depot, he, Shepperson
told us to stop, and haul it out
of the woods and rick it up in
the Poor Valley. This was about
some time in August, 1895, I think.
After he told us this we did rick

the balance that was piled up
in the Poor Valley. There were two
large ones and five small ones
to the best of my recollection.
I think there was at the least
200 cords of it that was ricked
up. I did not measure it.

Mr. Bowen measured it.

Ques. 5. What reason if any did
Mr. Shepperson, assign for
having this bark ~~shipped~~ ricked
up and not shipped out.

Ans. He had two or three, one was the
tunnel at Cumberland Gap was giving
so much trouble he could not ship
straight on, another was that the
Summy line people was bickering
on us hauling it out, they wanted
to haul it, and that the parties he
was shipping to were docking him
so, he wanted to make a change
in selling it. He said he was not
getting any thing out of it. The way
it was going and he could not af-
ford to ship it; and said he was
working with the Railroad people
and wanted to ship it to Pennsylvania.

Mr and Joe now were just-hauling
the bark. He had no contract with
Mr. Shippsen. He were working
for Mr E. Yeary & Bowen.

Ques. 6. After the bark was picked
up did Shippsen have you
do any thing to protect it from
fire? If so what.

Ans. No, Shippsen, had us to
rake around it and cut away
the brush.

X examined by Cumberly for depts
Q - 1 - Is it not a fact that Mr E. Yeary
and G. E. Bowen as Yeary & Bowen
was the original Contractors with S.
Bailey & Co for the peeling and hauling
of said bark, and that the plaintiffs
Hampton & Smith, as peelers and
yourself and Joe Hoss as haulers
were working under Yeary & Bowen

Ans - Yes Sir. We was working under
Yeary & Bowen and Yeary and
Bowen hired Hampton & Smith
to peel the bark, but the pay was
left in the hands of Shippsen

Q 2nd - Who paid you for hauling

Ans. Yeary & Bowen paid us for
the hauling.

Q 3rd — When you had nothing to do with J. Bailey & Co in any way,
 Ans. — No Sir.

Q 4th — Did J. Bailey & Co ever have anything to do with the Measurement of said Bark, as you have spoken of in the records

Ans. — I don't know if they did or never saw them.

Q — 5th — Was there ever an accurate Measurement of it taken by any one,

Ans. — I don't know, except what Bowen & the first figured on it.

Q 6th Do you know how much there was of it?

Ans. No Sir I cannot tell.
 Re examined by pliffs.

Ques. 1 You state in the first question on Examination that ~~Haughton~~ & Smith were working under a contract with Yeary & Bowen: Now don't you know it to be a fact that the contract between Haughton & Smith & Yeary & Bowen was annulled as they alleged and did

not ~~Wm~~ E. Yeary got a little mad
at Hampton & Smith on account
of their refusing work for or
under the Yeary & Bowen contract.

Abner Quisenberry objected to
because it is leaving
Sculberry for debt -

Mrs. ~~Wm~~ E. Yeary got a little
mad, because Mr. Hampton
seemed to be afraid to risk
~~Wm~~ E. Yeary with the money.
That is what ~~Wm~~ thought a-
bout it. ~~Wm~~ E. Yeary is a
brother of mine.

And further this deponent
saith not.

H. C. Yeary

G. H. Sutton another witness of
lawful age after being duly sworn
deposes as follows.

My name is G. H. Sutton,
I am 40 years, I reside in this county
about 3 miles from Ewing depot.
Ques. Did you haul from
the rocks in the Poor Valley any
of the ten bark that had been
peeled by Hampton & Smith? I do,

how much, and who employed
and paid you for your work?
Ans. I loaded on the Danbury line
in the mountains and brought to
Ewing and loaded on the cars
for shipment enough of said
bark to make eight and one-
third cars and a car generally
held about 12 cords and a
little over. This was ~~enough~~
about the month of May or
June, 1896. Earl Yeary, the
man who has just given
his testimony in this case, employed
me, but I have not as yet
been paid for my work. There
was more of this bark, I did
not get out half of it. There
was more of said bark shipped
by Shipman, which I suppose he
got out from the woods himself.

And further this deponent
saith not.

G. W. Sutton.

J. S. Yeary after being duly sworn
deposes as follows:

My name is J. S. Yeary, I am 38 years
old, live in this county, about 1 1/2

miles from Lewing depot.

Ques. 1 Do you know of any
tan bark pulled by Hampton
& Smith or their employees for
S. Bailey & Co and ricked in
the Poor Valley? If so, State
how much was there of it?

Ans. I know where this bark was.
After it was ricked up, in Nov.
1895. I went with Thomas Gilpin
and Sud Eldridge and measured
it and according to my count
there was 300 Cords. I allowed
128 ^{cubic} feet for a Cord. Since I meas-
ured it, there has been a portion
of it shipped away, but I don't
know how much. I don't know
much was there when I was there
last, some four months ago.
I made this measurement on
my own account as I was
interested in it as I was a sub-
contractor of Hampton & Smith.
Witness claimed had further this deponent said not
1 day 504 J S. year.

C. E. Fulkerson another witness
after being duly sworn says:

I am 25 years old I live at Ewing depot in this county: ^{where} ~~was~~ 1st Ques. Did you know the tan bark pulled by Hampton & Smith for S. Bailey & Co and ricked in the Poor Valley? If so, what has become of it?

Ans. I know where a part of it was. I got some 4 or 5 cords of it at one time, along last summer 1896. I got this by the consent of Mr. W. P. Shipman. And further this deponent saith not.
C. E. Fickner

H. C. F. Richmond Sr after being duly sworn deposes as follows:

I am 57 years old and reside at Ewing depot in this county and am a merchant and farmer.

Ques. 1 Do you know anything about any contract made between Hampton & Smith and S. Bailey & Co concerning said Hampton & Smith pulling tan bark for them. If so, state what that contract was, when & where made and all about it?

Mrs. about the 1st days of April, 1895, said Staupston & Smith made application to me to furnish them supplies so while they were peeling bark from timber of S. Bailey & Co on the south side of the Cumberland Mountain in this county, estimating the peeling to amount to some 1000 cords.

I refused to furnish them unless they would have Mr. Shipperson to make settlements in my store with them, checks or money to be turned over to me. And Shipperson, Smith & Staupston came into my back office, and contracted.

with Smith & Staupston to pay them \$1.00 per cord for peeling the bark the cash and checks for same to be turned over to me. There were after this checks made out by S. Bailey & Co payable to Staupston & Smith and turned over to me in June 1895, \$224.78, July 1895, \$182.54, August, 1895, \$114.93, Sept. 1895, \$59.24. If any other payments made through me, I have overlooked them. The Sept. payment was made

for bark shipped in August, 1895, at which time the ^{shipment of the} bark ceased for that year. The shipping ceased on account in the 1st place on account of the tunnel at Cumberland Gap; The last shipments made in August, 1895, were so unsatisfactory as to returns, that he ^{said he} Shipperson would not ship any more during the season of 1895, and that he would take his chances on the prices for the season in 1896. and had the balance of his bark picked up in the Poor Valley. I then said to Mr. Shipperson that I was advancing the \$1.00 cord to Staupston & Smith and wanted his estimate of the amount of the bark picked up in the Poor Valley. Before he answered me, I said to him, Staupston & Smith have had it estimated and make it about 300 cords. He replied, "I don't think there is over 250 cords of it". I then said I would not advance the contracts ~~above~~ that amount & did not. There was

none of the bark shipped in July 1895 that I know of, unless it was shipped from the 1st to 4th and from the 28th to the 30th. This is my record of the condition of the tunnel at this time.

ques. 2. When said Hampton & Smith contracted with Shipperson about pulling said bark, was or not their contract made with reference to any contract they (Hampton & Smith) had with Yeary & Brown, or was it made as an independent contract between themselves.

Ans. Their contract was an independent one, with no reference to the Yeary & Brown contract; this was the only way I would advance the goods to Hampton & Smith.

ques. 3. Did not Hampton & Smith tell Mr. Shipperson that they would not pull the bark under any contract with Yeary & Brown; that the only way they would pull it was to have a contract with him to do^{so}, or words to that effect.

Above question and my answer,

that they be made there, because they
leading and incompetent.

W. H. Hulberry for depts.

Ans. I don't recollect what they
told him about the Henry Brown
Contract. But I do ~~not~~ recollect
that they told him unless he
would agree to pay them \$1⁰⁰ per
cord they could not get supplies.
and this \$1⁰⁰ to be paid to me.

Ques. 4. After this contract was made
did not ship person procure on
his own account and motion
exhibit 13 filed with J. P. Ship-
person's depositions and send the
same to plaintiff?

Ans. I don't know except an informa-
tion. The date of said exhibit is
after the contract made between
the parties here in my store as above
detailed.

X Examined by Hulberry for depts.

Q 1st State what the contract was.

in your store, between B & C & H & S

Ans. To pay Hampton & Smith \$400 per
cord for peeling work, and money
to be paid on 15th of each month

for back shipped in the previous month, but he made payments at different times in the month -

Q 2nd - On what measurement was Hampton & Smith to accept,

Ans. Return Measurement,

Q 3rd How much do I Bouley & Co owe our Hampton & Smith.

Ans. That I could not tell

Q 4th How much does Hampton and Smith owe you,

Ans. That I could not tell,

and further This deponent says not

H. C. Richmond

Virginia, Lee County & wit.

J. H. C. Richmond Jr

a notary public in & for the county & State aforesaid, do hereby certify that the foregoing depositions of Thomas Gilpin, James Hampton J. D. Smith H. C. Yeary J. W. Butkin C. E. Emerson J. S. Yeary and J. H. C. Richmond Sr. were duly taken sworn to & subscribed before me in my county aforesaid & at the place & for the purpose mentioned in the caption Given under my hand this the 5th day of April 1897

J. H. C. Richmond Jr N. P.

Hampton Smith
vs. depositions

S. Bailey & Co

Relieved by mail in
good condition and filed
April 6th 1897

A. B. Munsey Clerk

N. P. fee 10 hours \$7.50

Witness -

\$ 2.90
\$ 10.40

Lee Circuit Court.

H.C.T.Richmon.----- Plaintiff.

VS.) Notice to take depositions.

S.Bailey and Company.----- Defendants.

The plaintiff, H.C.T.Richmon, by this is notified, that the defendants, S.Bailey and Company, will on the 16th day of February 1897, at the law office of George W. Saulsberry, on the Southwest corner of Cumberland Avenue and twentieth street, in the city of Middleboro, Bell county Kentucky, proceed to take the depositions of W.T. Shepperson, J.D.Yarborough W.E. Yeary E.M.Greenley and divers others same to be read, on the trial of the above styled cause, wherein H.C.T.Richmon, is plaintiff and S.Bailey and Company, are defendants now pending before, Hon. W.T.Miller, Judge of the Lee Circuit court at Jonesville, Va., the taking of said depositions if not completed in one day will be continued, from day to day (Sundays excepted) until through; you may be present and cross-examine.

This February, 12th 1897.

S. Bailey and Company,
By. *Geo Saulsberry* ----- Atty.

The affiant W.N.Akin, says that he is not interested in the action of H.C.T.Richmond against S.Bailey and Company, mentioned in this notice nor is he akin to any of the parties to said action, and that he executed said notice on said H.C.T.Richmond, by giving him a correct copy of the within notice, at about the hour of 9.30 A.M. o'clock on the 13th day of February 1897. *His place for my with his son*

Personally appeared before me, the affian W.N.Akin, who is personally known to me to be a man of lawful age and the same person whose name is above subscribed, and made oath in due form of law to the execution of the within notice.

H.C.T. Richmond Jr. n.p.

Lee Circuit court.

Hampton and Smith----- Plaintiffs.

VS) Notice to take depositions.

S.Bailey and Company.----- Defendant.

The plaintiffs are hereby notified, that the defendants, will on the 16th day of February, 1897 at the law office of G.W.Saulsberry, situated on the ~~Saultkxxxxx~~ Southwest corner, of twentieth street and Cumberland Avenue, in the city of Middlesboro, Bell county Ky., begining, at about the hour of nine oclock of said day, take the depositions of W.T.Shepperson, J.D.Yarborough Yearly and divers other witnesses, same to be read on the trial of the above styled cause wherein Hampton and Smith are plaintiffs and S.Bailey and Co, are defendants, pending before the Hon., W.T.Miller, Judge of the Lee Circuit Court, at Jonesville, Va. the taking of said depositions if not completed in one day, will continue from day to day, Sudays, excepted until said taking is completed, the purpose of this notice is to enable you to be present and cross-examine, said witnesses.

This the 12th day of February, 1897.

S. Bailey and Company..

G.W. Saulsberry
B.----- Atty.

The affiant W.N.Akin, says that he is of lawful age and ~~a citizen~~
~~of Lee County Va.~~, that he has no interest in the action wherein
Hampton and Smith are plaintiffs and S.Bailey and Company are
defendants, pending in the Lee circuit court, and that he is not
of kin to any of the parties in said action, that he executed the
within notice by giving a true copy of same to *Hampton*

which is one of the plaintiffs and a member of the firm
of Hampton and Smith, at about the hour of *10* O'clock *24* M
on the *13* day of February 1897.

W.N. Akin

Subscribed and sworn to before me by W.N.Akin, this the *13* day of
February 1897..

H.C. Richmond Jr. N.P.

Lee Circuit Court.

Ball and Snavelly.----- Plaintiffs.

VS.) Notice to take depositions.

S. Bailey and Company.----- Defendants.

The plaintiffs, M.S. Ball and Snavelly, partners, as Ball and Snavelly, are hereby notified, that the defendants, S. Bailey and Company, will on Tuesday, February the 16th 1897, at the law office of G.W. Saulsberry, situated, on the Southwest corner, of Cumberland Avenue and twentieth street, in the city of Middlesborough, take the depositions of W.T. Shepperson, Woolvery and divers other witnesses; same to be read on the trial of the above styled cause wherein yourselves Ball and Snavelly are plaintiffs and S. Bailey and Company are defendants, now pending in said court, before his Hon., W.T. Miller, Judge of the Lee Circuit court, at Jonesville Va. said taking will continue from day to day until through (Sundays excepted) if for any reason it should not be completed in one day you may be present and cross-examine.

This February 12th 1897.

By. *G.W. Saulsberry* S. Bailey and Company. Atty".

The affiant W.N. Akin, says ~~that he is citizen, of Lee County Va,~~
that he is more than twenty one years of age; that he is not inter-
ested, in the cause of Ball and Snavelly against S. Bailey and Co,
mentioned on the within notice, that he is not of kin to any of
the parties in said action and that he executed the notice, or this
notice on said Ball and Snavelly, by giving a copy of same to
----- *Geo Snavelly* ----- at about the hour of 11 AM this the
13th day of February 1897.

----- *W.N. Akin* -----

Subscribed and sworn to before, me by W.N.Akin, this the 13 day of
February 1897.

H.C. Richmond Jr. N.P.

The deposition of W. T. Shepperson
Charles H. Woolvorton, W. E. Geary, & J. H. Garbrough
taken before me the undersigned
W. H. Gagle a Notary Public in
the County of Bell and State of Kentucky
on the 16th day of February 1899 at the
law office of G. W. Saulsbury pursuant to a
notice hereto attached which depositions
are by agreement to be read as evidence
in the Chancery cause of H. C. T. Richmond
against S. Bailey & Co, Ball & Snively
against the same and ~~Smith~~ Hampton
& Smith against the same all of which
causes are pending in the Circuit Court
of Lee County Va.

Present H. C. T. Richmond the plaintiff in
one of said causes and C. T. Duncan
counsel for all of said plaintiffs.

W. T. Shepperson one of the defendants
and G. W. Saulsbury counsel for said
defendants. V

W. T. Shepperson a witness of lawful
age introduced by defendants and being
duly sworn deposes and says.

1st = State your age residence and occupation.

Ans My age 38. ~~Middle~~ ^{Middlesboro Ky} my family and home
is in Pennsylvania and I am tem-
porarily residing here, ~~Number~~ dealer.

2nd = Are you one of the firm of S Bailey & Co.

Ans I am.

3rd Who composes said firm, and is that the same S. Bailey & Co who has been sued in Chancery court of Lee county Va. by the parties named in the caption?

Ans S. Bailey & W. J. Shepperson, and is the same firm sued by parties named in caption.

4th Has your firm been doing business in Lee county Va. if yea, state where and how long.

Ans Yes. Sir, they have, ~~at~~ at Ewing Va began operation in the year 1895. I think some time in February to the best of my recollection.

5th What character of business do you carry on there.

Ans Manufacture of lumber, sawing and shipping lumber.

6th Did your firm at any time have any transactions or contract with H. C. J. Richmond? If yea state fully what it was

Ans Our firm has had transactions with

3
H. C. T. Richmond, but never had any
contract. In July 1846 a year ago
S. Bailey & Co. entered into an arrange-
ment with J. D. Yarber by which he
was to saw and stack lumber on
yard at Ewing Va for which we -
S. Bailey & Co. agreed to pay him the
price that had been paid to Yarber &
McNabb on a contract which at that
time had been surrendered. At this
time the firm of Yarber & McNabb
was indebted to S. Bailey & Co. for money
advanced from time to time in sum
about 400. and to H. C. T. Richmond to the sum of \$340.
or \$350. At this time July about 23rd or 24th
1846. S. Bailey & Co. stipulated to J. D. Yarber
in the presence of H. C. T. Richmond
that they would pay to J. D. Yarber the
full earnings of the mill, But from
that time on they positively would not
advance another dollar. At the suggestion
of Mr H. C. T. Richmond an agreement was
made with J. D. Yarber by which
Richmond agreed to furnish Mr Yarber
an order book on his store, by which
Mr Yarber might pay his men each
night. These orders Mr Richmond agreed
to accept at any time for merchandise
and if held by the men until until
the regular pay day that he would

left them at that time and pay them in cash. S. Bailey & Co became a party to this transaction, so far only that they agreed with Mr. Yerber's consent to pay to Mr. Richmond the full earnings of the mill as they became due on regular pay days.

7th = State whether or not this arrangement was carried out between you and Yerber and Richmond and to what extent.

Ans The arrangement so far as S. Bailey & Co was concerned was carried out to the letter, payments being made in full up to and including July 1896 ~~for~~ which we have vouchers to show which vouchers are filed as part hereof marked 'A' 'B' 'C' &c

8th Was the agreement above detailed by you reduced to writing

Ans It was reduced to writing but not signed

9th = Have you a copy of said writing? If yes file same as part of this deposition

Ans We have a copy which I herewith file as a part of this deposition marked "Ex. 1"

5/ 10th Why was the contract or agreement as you state not carried out after July 1846.

Ans Because an attachment had been made by which our affairs became tied up.

11th At the time the attachment was made did you owe Richmond or Yacher any thing.

Ans No Sir we did not.

12th Do you mean the attachment in this case or the proceeding you first had in the county court.

Ans I mean the proceedings in the county court.

13th What would have been due under said agreement at your August pay-day 1846.

Ans \$125.99

14th What is the entire amount due to date to said Yacher and Richmond under said agreement?

Ans \$142.04 for which I file vouchers showing said amount marked Ex "2" and "3";

15th Do you have a similar agreement as

above stated with reference to the Dummy line which hauled timber at Ewing?

Ans. Yes we did.

16th Then, is the sum above stated, \$142.04 the entire amount due under said agreement and arrangements both for the mill and dummy lines.

Ans. Yes. it is.

17th Under said arrangements who was to pay for all repairs and running expenses of both concerns during each month?

Ans. N. C. T. Richmond.

18th Did you on or about the 24th of April 1886 receive a letter from N. C. T. Richmond purporting to state his understanding of said above agreements as above detailed?

Ans. I did and herewith file said letter ^{in five sheets} as a part of this deposition marked Ex. (4). A part of which reads, commencing on second page viz.
My understanding was that S. Bailey & Co would pay over to me the amount due on ~~columns~~ at the close of each month, I to pay ^{with} this money all

7
bills for running expenses during that month and when there was a surplus we that is H. C. T. Richmond and S. Bailey & Co would divide and place to credit of Garber and McNabb on ~~old~~^{old} accounts.

19th During the time of said agreement and the running out of attachments did S. Bailey & Co pay any of said expenses if yes, were you reimbursed and to what extent?

Ans We did. Some time about the last of ^{April} ~~May~~ or beginning of ^{May} ~~June~~ 1896 we had some repairs made on the dummy engine, a mechanic was sent from Middletown to make repairs, S. Bailey & Co. paid labor performed by said mechanic and about June 3 or 4th was reimbursed for said outlay by check from H. C. T. Richmond. Also on same date was reimbursed for money paid out for tie loaders, which had been paid for J. H. Garber.

20th It is claimed by H. C. T. Richmond in his bill in this case, that ~~he~~ S. Bailey & Co is indebted to said Richmond in the sum of \$543.17. Does said Bailey & Co owe said amount or any part of it except as you have herein stated?

Ans We do not.

21st Was you ever at any time I mean S. Bailey & Co. shipping your lumber from Ewing Va. in any other manner than the regular course of business.

Ans We was not.

22nd Does S. Bailey & Co owe the said Richmond any sum whatever for repairs to the dummy line at Ewing.

Ans We do not.

23rd Did the said Richmond in any way ever have any lumber sawed for S. Bailey & Co.

Ans We did not.

24 Does your firm owe the said Richmond any sum whatever for having lumber sawed.

Ans We do not.

25th Did the firm of S. Bailey & Co at any time have anything to do with the running of dummy line at Ewing.

Ans We did not.

26 who was operating dummy line at said place.

Ans. E. M. Greenley Trus. for Middleboro Street Railway.

27th Did L. Bailey & Co ever agree with said Richmond and bind themselves to him to run said dummy line or have it run, and to repay to said Richmond the expenditures that he may have paid on same or any part of it.

Ans. We never agreed or bound ourselves to operate said R.R. or have it done, but we did agree with Mr Richmond and said Greenley to pay to Richmond the full earnings of said dummy line but positively no more.

28th What do you mean by the earnings of said dummy line.

Ans. We had a contract with said dummy line to haul logs and ties from the cut track on mountain to mill and rail road at Ewing Va. For which we agreed with Richmond and Greenley to pay to said H.C.T. Richmond the full earnings of said dummy line.

29. Have you complied with said agreement?

Ans. We have.

30th = Would the amount of \$125.00 have been promptly paid at the August pay day 1896. And were the S. Bailey & Co. able, ready, & willing to pay same had it not been for the attachment proceedings herein stated?

Ans. The payment would have been made at the usual way. S. Bailey & Co. were able ready & willing, and payment would have been made had all attachment not been made.

31st = Did S. Bailey & Co. through yourself or any person known to you in authority agree to pay H. C. J. Richmond

\$32. or any other sum for what is known as the old retain. Same being money retained by S. Bailey & Co. on a contract with Yeager & McNabb prior to Feb'y 1896.

Ans. They did not.

32 Did the said Richmond have any interest or concern in old retain whatever.

Ans. They did not.

33rd What position did B. G. Welsh have with said S. Bailey & Co during the spring 1896.

Ans He was employed as bookkeeper.

34th If you have read the answer to question 6 of J. H. Garber ⁱⁿ his deposition of Nov 20-1896. State whether or not said conversation occurred in your presence; if not what did occur if anything.

Ans It did not. I do not know of anything occurring.

35th Have you paid J. H. Garber the sum of \$24.50 mentioned by him in answer to question 10. direct examination in said deposition.

Ans Yes. we ~~did~~ and have receipt for same.

36th Did you ever owe said sum or any part of it or agree to pay same to said Richmond.

Ans We did not.

37th The orders that are filed herein amounting to \$95.45 signed by S. Bailey & Co J. H. G. are they correct and should they be paid in addition to the amount you have

heretofore stated and have you an account of same rendered by Mr Richmond, and are they separate and apart from the agreements heretofore referred to.

Ans They are correct less \$24.00 and if they are for loading lumber and not paid they are correct and due, which amount \$70.95 should have been added to the \$125.99 voucher as a part of the pay of August pay day. For these orders, I never saw them before, nor has Mr Richmond rendered me an account of them to my knowledge, and the total amount due as heretofore stated is incorrect and should be increased to the amount of \$70.95 if they have not been paid.

~~38th~~ As to the claim of Hampton & Smith witness deposes as follows.

I am acquainted with Hampton & Smith.

We are not indebted to them in sum of \$300, or any other sum as charged in their bill.

We did not have any contract of any kind with said Hampton & Smith.

The said Hampton & Smith with reference

to hauling & peeling tan bark never did anything at the special request or ~~perform~~ any labor in that line for S. Bailey & Co nor do we owe them anything whatever for such labor or set out in their bill.

We made payments to Hampton & Smith from time to time by order from Yeary & Bowen, who were the original contractors for peeling & loading bark. There was a portion of bark carried over from 1895 peeled by Yeary & Bowen which was marketed some time during 1896.

Ques. 1st State whether or not the contract you had with Yeary & Bowen was completed by them if not how was the bark you state was carried over, gotten to the railroad.

Ans. The contract with Yeary & Bowen was not completed, as they failed at the time this bark was to be marketed there was no way of getting this labor performed except as by S. Bailey & Co performing same at S. Bailey & Co expense, which was done and bark was shipped, and the expense of shipping and dockage on same consumed the proceeds of this bark so that there was nothing left by which to pay Hampton & Smith

2nd =

on Yeary & Bowen's orders

3rd Has S. Bailey & Co any money in their hands due Yeary & Bowen under said contract to deliver bark or have they paid to the said Yeary & Bowen any money on said bark contract since they gave to Hampton & Smith an order for one dollar on a cord

Ans. We have no money due them. There has been no money paid Yeary & Bowen ^{since} ~~for~~ last shipments of bark which was carried over from 1895.

The latter part of the answer to the last foregoing question is objected to because not responsive to the question. Said answer is further objected to as evidence because the witness does not respond to the latter part of the question, commencing with the words "or have they paid &c"

C. J. Duncan for
Hampton & Smith.

4th Does the firm of Bailey & Co owe to Hampton & Smith or Yeary & Bowen or either any sum whatever on the Yeary & Bowen contract?

Ans. They do not.

5th Have you a statement of all bark shipped to in 1895 of Yeary & Bowen contract if

15
yes file it.

Ans Yes Sir, I have an account of all bark
shipped in 1895 and file same herewith
as Ex. "5". Amounting to 626 cords + 23 feet
for which Hampton & Smith were paid one
dollar per cord on orders of Yeary & Bowen.

6th Have you the last vouchers for settlement
of Yeary & Bowen ~~in~~ as evidence of pay-
ment to Hampton & Smith in 1895?

Ans Yes Sir I have and file same as
Ex. 6 + 7

7th On whose land was the bark peeled
on contract of 1895?

Ans On timber tract & owned by S. Bailey
& Co.

8th Was there any bark left in the woods
by ^{Yeary & Bowen} ~~Hampton & Smith~~ which they had
peeled ~~it~~ in 1895. if yes, what has be-
come it and how much.

Ans Yes. There was the portion of bark
left over that S. Bailey & Co were
compelled to get out of the woods
as Yeary & Bowen had failed in their
contract which bark as returned
to S. Bailey & Co was 134 cords 10 feet.

in which S. Bailey & Co in being
compelled to perform the labor
which had been contracted for
by Yeary & Bowen lost money.
This 134 cords was gotten out in 1896.

As to the suit of ~~Hampton & Smith~~
Ball & Snively, the witness states
as follows, that his relation to
S. Bailey & Co is the same as here-
inbefore stated and he is acquainted
with the firm of Ball & Snively who
has brought suit against his
firm in Lee Chancery Court for
the recovery of \$115.03.

Ans 1st Did the firm of Ball & Snively ever fur-
nish any goods supplies & merchan-
dise for the use & benefit of S. Bailey
& Co and ~~at~~ at their special instance
and request and likewise paid off
any orders for said Bailey & Co
under contract or otherwise to
the amount of \$115, as stated in
their bill or any other sum
which has not been paid for

Ans 2nd No Sir they did not as alleged in
their bill, they have a few times taken
small orders for outside labor which
amounts have been paid for and we
have receipt for same. For which

I file receipt in full as Ex (8).

2nd Are you now indebted to Ball and Snively in the sum of \$15.03 or any other sum whatever

Ans We are not.

3rd I now show you orders purporting to be drawn by J. D. Yarber on H. C. F. Richmond which were filed with deposition of Yarber in the case of Ball & Snively against J. Bailey & Co dated April & May 1896 aggregating \$15.03 and ask you if you made said orders or authorize any one to make them for you and are you liable to Ball & Snively for same or any part of same.

Ans We are not liable; never gave any authority and know nothing about them.

4th Did you for your firm ever promise Ball & Snively to pay said orders or any part of them.

Ans I did not.

5th I now show you an account purporting to have been made by Ball

and say it is his signature,

7th Did you ever hear a conversation between H.C. T. Richmond and Ball & Snavely or either of them with reference to the orders that was being drawn on H.C. T. Richmond and taken up or supposed to have been taken up by the said Ball & Snavely if your answer is yea state fully what it was.

Ans Yes Sir, I heard a conversation between Richmond and Snavely at which time Mr Richmond outlined to me what he had told Mr Snavely in reference to the arrangement for running the business at Ewing Va. and the taking up of orders issued by Mr Yarbrough Mr Richmond, and that was that he had instructed Mr Snavely some time as I remember some time in April or May that as these orders were issued on he (Mr Richmond) and that Mr Richmond was to receive the full earnings of the mill and running line only, and that Richmond receiving the payments of the mill & running line first would certainly reimburse himself for all orders that he might hold, and if after that if there was anything left he would take up the orders of Ball.

+ Snarely or someone else ~~for which~~
and apparently addressed to H. C. T. Rich-
mond with orders set out on same
for 1896 amounting to \$39.41. Please
examine said statement and read
to the examiners as part of your depoi-
sition the writing on same purporting
to have been written by H. C. T. Rich-
mond

Ans I have examined same and the writing
thereon reads as follows.

"Ball & Snarely"

Please attach the orders to this
and send to me some are for dunning
some A. Bailey & Co, some for
Garber mill Co. and they have to go
in regularly, at first of each month
and paid off 15th if there is money to do
it. May 1st 1896.

H. C. T. Richmond

and I file same as part of this deposi-
tion marked Ex. "9".

6th Are you acquainted with the handwriting
of H. C. T. Richmond from having seen
him write. If your answer is yes,
state if the signature to said paper
with writing as above stated is his
signature.

Ans I am acquainted with his handwriting

+ Suavey otherwise they might wait for their pay. This statement Mr Suavey agreed was correct that Mr Richmond had so instructed him

8th Q Did Mr Richmond at that time warn in any way or state that he had warned Mr Suavey of the firm of Ball & Suavey that they had not better take any of said orders.

Ans He did,

Cross examined.

Ques 1. Was it the intention that Exhibit 1, filed with your deposition should be signed?

Ans I do not recall at this time whether ~~they~~ it was intended to be signed or not. Neither of them were signed.

2

Q Why were they not signed.

Ans I do not know.

3 If not intended to be signed, why was it reduced to writing?

Ans I do not know.

4 Who reduced it to writing, and by whose direction was it reduced to writing?

Q¹ Mr Welsh reduced it to writing by a mutual understanding between Mr Richmond and myself.

5 For what purpose did you and Mr Richmond have it reduced to writing

C
Ans Simply to show the understanding of the handling of affairs ^{at Ewing's} generally and I think by request of Mr Richmond.

6 Does the paper as thus prepared and filed as Ex hit "1" with your deposition, show correctly the terms of contract between Mr. Richmond and Mr. Gorbrough & yourself acting for S. Bailey & Co?

Ans As I understand it, it does, with one exception, that is that the dummy line should be operated on same basis an arrangement which was made a few days after this agreement was entered into.

7 You state in answer to a question propounded to you on your examination in chief, that the contract enclosed by said unsigned writing was carried out, until July, and that afterwards it was not because attachments had been sent out? How had you not around work at Ewing before said attachments were sent out, and how you not declared that you would do no further work there under the contracts before existing, in fact that you would do

no more work there until you get either
new contracts & new managements or words
to that effect?

Ans No Sir we had not ceased work.
And I did not declare that there would
be no more work done at Ewing.
But will state further that at the com-
plaint of H. C. T. Richmond that the
said J. D. Yeager was doing no good
nor was not trying to do any good
and that at that time I stated to Mr
Richmond that if those were facts
~~if~~ we should have to make some
change in our future management
at Ewing.

8 Who was doing your logging before August
1st 1896. How long before that time had they ceased
work, if at all, how many logs if any were on the
yard Aug 1st 1896. and how much of any sawing
was done in July 1896?

Ans Yeager & Bower were the original contractors
some time in 1895 Mr Bower assumed
the entire contract and was logging some
time prior to ^{August} 1896.

I really can not say as to the exact time
Mr Bower ceased work, my impression
is some time prior the latter part of
July 1896.

There were several hundred thousand feet

73 of logs prepared in the woods and log yards in the woods.

Not any sawing ^{in July} to my knowledge.

For the reason set out above, ~~for the~~ labor was directed to shipping out the stock that was in shipping condition for market.

9 How much time was ~~employed~~ by the labor in the month of July 1896. in shipping lumber, and how much was shipped?

Ans I could not answer that question without referring to the shipping accounts which we could produce.

10. Can you not refer to the papers in your office and state the amount of lumber shipped in that month if so, please file a statement of the same marked "10"

Ans The papers I would have to refer to are at Hamville Pa. But there was a statement made by the agent at Ewing which was used in the attachment proceedings in the county court which showed the number of cars shipped during that month, which statement as I understand is still in possession in the hands of the judge of the county court and I refer to the same and agree that if it can be obtained it can be filed as a part of my deposition.

marked Ex. "10". And since reflecting over the matter I think that statement showed something over 20 cars.

11. At what yards were there logs on August 1st 1896 locate them as well as you can?

Ans They were at the log yards in the woods, As to what particular yard I do not remember. If I think there were some at the mill at Ewing, And if there were not my impression is that it was because Mr Richmond failed to have the dummy line bringing in same.

12. Do you know any yard in the woods by the designation of the Johnson yard, if so how many logs, if any were on that yard. Another by the designation of the Turner yard, if so how many logs were on that yard. Another the 3rd yard going up the country, if so how many logs was on it?

Ans I could not state the amount of logs on each yard.

12. Now in answer to question 11. you say that "if there no logs on the Ewing yard it was ^{according to your impression} because Mr Richmond failed to have the dummy line bring them in. Why do you say that.

Ans Simply because Mr Richmond agreed to

2) to look after the Dummy line and
 just that work along as ~~fast~~^{much} as possible.

13. Was there anything different, or any additional responsibility on Mr Richmond in regard to the Dummy line, that was not as to the sawing?

Ans Nothing more than this, Mr Yarber wanted to look after the business at the saw mill, and there was no representative for the Dummy line at Ewing, therefore Mr Richmond agreed to take upon himself the responsibility of looking after that and ~~saw~~^{ing} the work along as much as possible. This agreement upon the part of Mr Richmond was a mutual understanding between J Bailey & Co, Mr Greenley & Mr Richmond.

- 14 Now Mr Shepperson is it not a fact that sometime about the latter part of April or 1st of May 1896. That you by letter to Mr Gorbrough placed him in charge of the Dummy line? And if I have ^{not} given the correct date state when it was if you did such a thing?

Ans As to the date I cannot remember, but some such arrangement was made with the recommendation and at the suggestion of H. C. T. Richmond. And Mr Yarber was under instructions of

Mr Richmond under this new arrangement.

15 Was that arrangement made by letter or otherwise

Ans I am not sure as to whether that was by letter or verbal instructions.

16 When and where did Mr Richmond make the recommendation and suggestion above referred to?

Ans At Ewing Va. at various times.

17 It was after this was it not that the repairs were made on said dunny line. the account for which Mr. Richmond presents in his bill.

Ans I think not. I think most of this repairs was made prior to this arrangement. I wish to state plainly that this new arrangement spoken of simply applied to the looking after the men and in seeing that the labor was performed by said dunny line.

18 Now is it not a fact, that, all of said repairs for which said account is presented were done in the months of June & July 1896

Ans I could not answer that question.

19. Were not said repairs made at the suggestion and mutual agreement of both Mr Richmond and yourself, under the direct agreement and understanding that you would furnish employment to said Lumbering line sufficient to repay said outlays, if not, then state how said repairs came to be made, who requested them to be made, who employed the labor to make them and all about it?

Ans. It was talked over by myself and Mr Richmond that certain repairs were necessary before we could get proper service from the Lumbering line, Mr Richmond suggesting and myself agreeing with him that it would be proper to make said repairs.

There was no promise made by S. Bailey & Co that they would furnish any stipulated amount ^{of hauling for Lumbering line} as above stated. But it was the understanding of course by all parties concerned and expectation that the Lumbering line would do sufficient work to repay Mr Richmond for said repairs.

Mr Richmond suggested the making of said repairs. To the best of my recollection Mr H.C.F. Richmond employed said labor, and furnished a considerable amount of these repairs direct from his store-house at Ewing.

20. Has S. Bailey & Co repaid to Mr Richmond any part of his outlays for said repairs?

Ans S. Bailey & Co have paid to Mr Richmond
the full earnings of the dunny line
the only amount or amounts that we
ever agreed or promised to pay.

21 How you paid him anything for the earnings
of said dunny line for the month of July
1896? And if not do you not owe him that
and how much does it amount to?

Ans To the best of my recollection we have ~~not~~
not paid him anything for July 1896,
neither do we owe him anything
to the best of my knowledge.
My remembrance of the labor performed
by the dunny line in July 1896 was
that there was nothing done except the
hauling out of a small amount
of bark which we find by referring to
voucher for month of July due August 15th
~~left to~~ that the credit was for tram-
ming out seventeen (17) cars of bark
at \$1.75 per car amounting to \$29.75.
and that the advances made for ma-
terial for repairs ^{by} at the instruction
of H.C.T. Richmond amounted to \$30.31
leaving a balance due S. Bailey & Co
on this month's labor of 56 cents.
I file said voucher as part of my
deposition marked (11).

29 22. Was the item "Lumber at Middleborough" \$5.00 for repairs on the Dummy line, and was it directed by Mr Richmond?

Ans It was not for repairs on the dummy line and not directed by Mr Richmond. I mean the one item of \$5.00. Neither was it anything that Mr Richmond was entitled to. It being a small amount of mill cull.

22 He was entitled to receive all the earnings of the dummy line was he not and therefore entitled to that \$5.00 was he not? if not why not, under the contract heretofore stated by you?

Ans Yes Sir. No Sir he was not entitled to the \$5.00. The contract provided that we were not to pay for mill cull but in the case of the dummy line we had never made any deductions from the dummy line and this amount had been paid for in the estimates that are made of the lumber in the stacks on the first of each month. So that he had been paid for this prior to this time.

23 Did you not employ M. C. Hobbs & Newman Anderson, & his son to work on the Dummy line in making said repairs? Did you not

agree to pay said Hobbs & the elder Auden each \$2⁰⁰ per day and the boy a less sum, did you not settle with these parties yourself? if not who did?

Ans After a talk with Mr Richmond Mr. Yarber and my self as to who might be the best man to make the repairs that Mr. Yarber ^{recommended} a Mr. Hobbs who had done considerable work for Mr. Yarber about repairs about his saw mill, and Mr. Yarber to the best of my recollection stated that his wages would be \$2⁰⁰ per day. Mr. Richmond and my self consulted together about this matter and Mr. Richmond to best of my recollection instructed me to have Mr. Yarber send for Mr. Hobbs and place him to work in repairing the broken saw at Ewing I believe that this was done, I have no knowledge when Mr. Hobbs reported for this work and the first time I saw Mr. Hobbs in reference to said repairs was some several days later when I was at Ewing Va and found Mr. Hobbs and another gentleman that I had never seen before and cannot recall his name now at work upon these repairs and my impression ^{had} a car or two repaired. In reference to Hobbs I do not remember whether or not the question of wages was talked of

31
but some considerable time later
when at Ewing, ~~Anderson~~ I found a
man and his son who since I
have learned his name is Anderson
at work at some of the broken cars
and Mr Hobbs was not there, and that
he had not been there for several days
and that it was not likely that he
could be there for some considerable
little time and at the suggestion
of Mr Anderson that he could do
fully as well in making these
repairs ~~with~~ the aid of his son
and as Mr Richmond had often stated
to me that if I could see anything
by which they could economize in
the way of expense he would be glad
if I would make the suggestion or
have it done. acting upon these
instructions I asked Mr. Anderson
what he would expect per day for his
son. My impression is, that I also
asked him what he was getting
per day and I think he told me
that he was getting two dollars per
day and that his son would work to
my recollection for 1^{00} per day. Seeing
this economy I told him to go ahead
and immediately informed Mr Richmond
of what I had done which he expressed
that being entirely satisfactory.
Bailey & Co did not settle with these

people refused to, the best of my knowledge, and do not ^{know} that they are paid at this time, as this matter was entirely in the hands of Mr. Richmond.

24 ~~At the same time for the same work~~
~~and wanting about these repairs unless~~
the making of them was something in which you were mutually interested and for which you were mutually responsible?

Ans Because Mr. Richmond asked for our advice and assistance in these matters as much as possible.

25 Do you not owe to Mr. Richmond, the sum of 65 cents per 1000 ft or about \$2,000 ft of stuff sawed prior to Feby 20th 1896 called the "old retain"

Ans We positively do not. as this labor was all paid for prior to the arrangement made Feby 1896.

26 Then why did you put that on your statement for March 1896.

Ans Simply to show to Mr. Garber that there was that much old retain due to the credit of the firm of Garber & McKabb as this was for labor performed by them prior to the arrangement made with Mr.

Richmond in Feby. 1846.

- 27 Did not Mr Richmond have a contract for all the workings of the Mill prior to Feby 20th 1846?

Ans He did not.

28. Did you not admit to Mr Richmond, in his store at Zwiny in presence of J. S. B. Richmond and J. S. Gorbrough, sometime in July 1846 that said old retain was by contract to be paid to him, but that it would not be, or words to that effect.

Ans. I positively did not?

29. And did not Mr Richmond in your presence call the attention of the said J. S. B. Richmond and Mr Gorbrough to your statement and ask them to remember it, and did you not then and then ask him if he had those gentlemen present to hear what you said or words of like import?

Ans Yes Sir, I also at that time stated to Mr Richmond that we would pay him all the retain on lumber manufactured under the new arrangement but that we positively never agreed to pay to him the old retain and that I assured him right there we would not.

30. I now hand you an account dated 6/26 1896, in favor of A.M. Hinnaired & Co. against Mr. Yorbrough. Did you not pay it for said Yorbrough? And if you answer you did file it as part of your deposition.

Ans My impression is that I paid this bill. and I think that it will appear on a voucher rendered to Mr. Richmond for Mr. Yarbrough's account and was not objected to by Mr. Richmond when settlement was made. I file this as part of this deposition marked Ex. (12).

Hampton & Smith

31. You state that you are not indebted to Hampton & Smith in any sum. Did they not peel bark which you received, shipped and sold?

Ans We state positively that we are not indebted to Hampton & Smith for any sum. They Yeary & Bowen peeled and shipped bark for us ~~under~~ at Ewing Va. Hampton & Smith had no contract with us nor were in our employ.

32. Did you not receive ship and sell bark which was peeled by Hampton & Smith?

Ans We received and shipped bark from our own timber land prepared by contract

35
of Mep Geary & Bowen and it was
peeled by Mep Hampton & Smith & others.

33. After you had made the contract with Geary
and Bowen in reference to the peeling of
Tann bark. Did you not in Mr Richmond's store
at Ewing, ~~and~~ in presence of Mr Richmond
have a conversation with Hampton & Smith
in reference to their peeling bark for you.

Ans I may have had I have no recollection
of such conversation.

34 And in that conversation at that time and
place and in the presence of Mr Richmond
did not Mr Hampton tell you that he was
poor and that he would not risk Geary and
Bowen, and would not peel bark for them
or words to that effect, and did you not
then and there agree with said Hampton
acting for Hampton & Smith that if they
would go and peel bark that you would
pay them \$1⁰⁰ per cord for all they peel
ed?

Ans I believe Mr Hampton made some such
statement but I positively deny agree-
ing with Hampton & Smith to be respon-
sible for their pay.

35. And after this conversation did you not procure
a paper from Geary & Bowen directing you to
retain.

\$1.00 per cord, of borse for Hampton & Smith
If you answer you did please file said paper
as part of your deposition marked "13"

Ans. We received an order from Gray & Bowen
to pay to said Hampton & Smith one dollar
per cord in accordance with their
contract with S. Bailey & Co. which
order I herewith file as requested
marked Ex. (13). This paper is in
my hand writing.

36. After procuring this paper, how much money
if any did you pay to Gray & Bowen for
Borse peeling?

Ans. I cant distinguish for borse peeling, separately
from other things. We paid them for all borse
shipped in 1895. And by their order paid to
Hampton & Smith \$1.00 per cord after said
borse was shipped and returns received.

Receipts for which was made to Gray & Bowen.
37. I now hand you what purports to be a letter
from S. Bailey & Co. to James Hampton
please state who wrote it, and if you
answer that you did please file it as
part of your deposition marked "14"

Ans. I wrote said letter & file it as requested marked "14"
But I wish to state further that this letter
was written simply as a matter of compro-
mise as Gray & Bowen had failed in their
contract, and we wished to get this matter out
of the way.

38. Sometime before August the 1st 1896, did not Mr Richmond have a conversation with you in which he told you that Hampton & Smith claimed they still had 250, or 300 cords of bark in the woods, and did you not tell him that your estimate was 250 cords, and did he not then tell you that he would keep himself within that bounds in letting them have goods. Was this estimate of yours correct?

Ans. The statement that Mr Richmond makes of Hampton & Smith making claim for such amount I believe is correct. I did not tell him that there was 250 cords of bark in the woods for I had no means of knowing as I had never measured the bark as there was no settlement to make for this bark until shipped and returns received for same. He did not tell me that he would keep himself within bounds about letting them have goods. I never made an estimate on this bark.

39. When was this bark to be shipped?

Ans. There was no specific time for shipment.

40. I now hand you a paper dated March 15th 1895 and ask you to state in whose handwriting it is

and if you identify it as yours please file it
as part of your deposition marked "15"

Ans I acknowledge this as my letter, our
desire was to have all this bark marketed
in 1895, but we were under no obligation
to market said bark at any particular
time. I file said letter as requested ~~as~~
marked Ex. (15).

41 Was not all of said bark pulled in 1896-

Ans My impression is it was.

42 Why was it not shipped in that year?

Ans From the fact that it was not delivered
on board cars for transportation in time
to be delivered on contracts we had with tannery ^{works} for this

43 Was that all the cause?

Ans Yes Sir,

44 Was it not in part caused by the falling of the
tunnel at Cumberland Gap? And after said
tunnel was repaired did you not ship
a few car loads, and after receiving returns
from some did you not publicly state it
being that the bark market had gone to pieces
and that you would not ship any more until
the next year? And did you not then have
it crushed up in the poor valley?

Ans Yes. The condition of the bark market this late day in the bark season we decided to hold over the shipments for the spring trade - The falling in of the Tunnel made it uncertain for shipments but cut no particular figure in the transactions.

45 How much bark was at the Ewing Station, if any when the Tunnel fell in?

Ans I could not say.

46. When was the bark under your contracts to be delivered?

Ans Our contract as I remember it terminated ^{time.} ^{early} some in ~~later~~ part of August as I remember it.

47 When did the Tunnel fall in and how long before shipping again began through it?

Ans I could not say.

48 Did not Govey & Bowers contract with reference to the bark when they delivered it at the terminus of the Tunnel, if not when did it cross

Ans It did not. It ceased when bark was loaded on cars and shipped to destination and

returns received for same.

49. So you mean to say that Gray & Bowen had to load the book on the Sunny Car. & pay for hauling it to the Station, then load it on cars and ship it to the parties to whom, you had contracted, if not please state what your contract was with said parties and file said contract or a copy of the same as a part of your deposition marked "16"

Ans. The contract with Gray & Bowen and S. Bailey & Co. was that Gray & Bowen were to ^{the book} "feel" and deliver on board of the L & N cars at Ewing Va settlements to be made by the return account of measurements.

BVS 50. In reference to the Bull and Snoddy matter. Did you not procure the purchase by Bull & Snoddy of the orders purchased by them, and file with Gorbrough's Deposition?

Ans. Absolutely I did not.

BVS 51. Did you not tell both M. S. Bull & George Snoddy the numbers of the firm of Bull & Snoddy at their store near Ewing, and before they purchased said orders, that they were good and that if they would purchase them from the laborers would

ing them that you would pay them
see them paid or would to that effect.

Ans I did not.

52. Did you not, at one time after they had been
purchasing said orders have a conver-
sation with H. C. T. Richmond in which you
stated to him that you had told Ball &
Sworley to purchase said orders?

Ans I positively did not.

53. And did not Mr Richmond then tell you
that the Mill was not coming enough to pay
them and that you had better tell Ball
and Sworley not to purchase them
and did you not then go and stop them
from further purchasing orders or
words to that effect? I fix the place
at Ewing, and the time about the date of
the last orders filed by them say in May or
June 1896.

Ans Mr Richmond complains to me several times
about taking orders as he wanted the
trade himself that I positively did
not go to stop them from taking these
orders for the simple reason that I did
not instruct them to take said orders.
But by way of explanation will state
that on May pay day Mr Sworley came

to me and complained that Mr Richmond was not taking up the orders that they were taking in but had promised to try and take them up in the succeeding month; at this time I advised Mr Snavey that if I was him I would not take any more orders as I could see very plainly that Mr Richmond intended to confine this trade to his own store. And further this deponent saith not.
W. J. Shipperson.

~~The deposition of Charles H. Woolvorton~~
Charles H Woolvorton another witness of lawful age being duly sworn deposes and says?

1st = State your name, age, residence & occupation.

Mrs Charles H. Woolvorton, 33, old, at Ewing, timber workman.

2nd =
X Did you ever ~~see or~~ hear a conversation, between H. C. J. Richmond and Ball & Snavey, or either of them about the 15th of April 1876, with reference to orders that Ball & Snavey were then taking that ~~was~~ ^{were} drawn on said Richmond by J. B. Brough. if your answer is yes state as near as you can remember what it was.

Ans I heard a conversation, between Mr Richmond and Mr Snavely, somewhere about the last of April the best I remember. Mr Richmond told him that he ^{would not} ~~advised~~ him ~~not~~ to take any more of those orders that was what I heard Mr Richmond say.

Q 3 Is this the Snavely of the firm of Ball & Snavely, Merchants at Ewing Va.

Ans Yes Sir,

Q 4 Did you ever hear Mr Snavely or Ball either say anything about the orders after that time I mean the time you heard the conversation ^{between} ~~with~~ Mr Richmond & Snavely in the latter part of April 1896. If you answer Yes state what it was.

Ans Yes Sir Mr Snavely did. Right after that conversation in April Mr Snavely told me that Mr Richmond sent him word to come up; that he wanted to show him about the mill, he told me that he went up and Mr Richmond told him and showed him through his books that the mill would not pay out and that he would not advise him to take any more orders.

Q 5 Did Mr Snavely tell you, how he expected the orders paid?

44 Page

Mr Richmond and he declined to pay them.

Ans. He did not, except that he took the orders to

Q 6 Was this the only conversation you had with him, about the orders?

Ans. That was all he ever said to me as I have above stated.

And further this deponent said not.
L. H. Woolner to -

W. E. Geary another witness of lawful age being duly sworn deposes & says.

Q 1st State your age, residence, and occupation?

Ans. Age 45 yrs. Walnut Hill Va. lumberman.

Q 2nd If you in connection with any one else, had a contract with S. Bailey & Co for peeling bark, in the year of 1895 state who it was, and what was the contract?

Ans. Yes Sir, myself and Mr. Bowen. we had a contract to peel and deliver bark on board cars at Ewing station in 1895 for S. Bailey & Co. We were to receive \$3.50 per cord subject to tanneries return measure.

Q 3 Are you acquainted with James Hampton and Joseph D Smith trading as Hampton & Smith?

Ans. Yes Sir.

Q 4th Had they any contract with

12
45- with J Bailey & Co for peeling bark in 1895;

Ans No Sir,

Q 5th Do you know if Messrs Haupton & Smith having any contract to peel bark for any one in 1895, if you answered yes by who it was with?

Ans They had a contract with Yeary & Bower in 1895.

Q 6th Were they paid for all bark delivered by Yeary & Bower, under their contract in 1895; if yes, who paid them?

Ans Yes I think they were as well as I remember, Mr Shepperson paid them \$1.00 per cord that was the agreement with Yeary & Bower and Haupton & Smith. I did have receipts for them. They were left with Bower but I understood Haupton & Smith have them now.

Q 7th Then do you mean to say, that you signed receipts, or that Haupton & Smith signed receipts for all bark delivered in 1895 under your contract with J Bailey & Co

Ans Haupton & Smith signed receipts and they were left with Mr Bower my partner.

Q 8th As you the year, of the firm of
 J. D. Bowen, that you have spoken
 of, if yes state when the firm of
 J. D. Bowen was dissolved?

Ans Yes I am the year of said firm.
 They dissolved partnership in 1895
 about September 18th.

X 2

Ques 1. In answer to question 4 you
 state that Hampton & Smith had no
 contract with S. Bailey & Co for peeling
 tan bark in 1895. How do you know they
 did not?

Ans. I don't know as they had any contract
 they might have had some outside con-
 tract I don't know as to that.

2 All you mean to state is, that if they
 had such contract you did not know
 it, is this right?

Ans Yes Sir,

3 You state that Hampton & Smith had
 a contract in 1895, ^{with J. D. Bowen} to peel tan bark
 who was to pay them for the bark they
 peeled under this contract?

Ans It was agreed that S. Bailey & Co was
 to pay them for the bark they peeled for us.

4. Who were parties to that agreement.

Ans. Myself, F. E. Bowen, & Smith & Hampton.

5. Were not S Bailey & Co also parties that agreement?

Ans. I don't think they signed ~~any~~ ^{the} contract drawn up between Gary & Bowen and Smith & Hampton.

6. Was there not an agreement between Gary & Bowen Smith & Hampton & S Bailey & Co that S Bailey & Co were to retain in their hands and pay to Hampton & Smith \$1.00 per cord on all the work produced by Hampton & Smith?

Ans. I do not remember that there was, there might have been an order placed in there some way, I do not remember how that was.

7. Do you not remember some agreement of this kind, if you do please state your best recollection in reference to it.

Ans. I do not remember how that was. I can't say.

47 8. I now hand you a paper dated April 20th 1895 purporting to be signed by H. E. Gary & F. E. Bowen

and filed by W. J. Shepperson with his deposition marked Ex 13. please state if that is your signature & the signature of H E Bower, your partner?

Ans. Yes Sir,

9. When was the work peaked under your contract with J Bailey & Co to be shipped?

Ans. There was no set time when it was to be shipped.

10. Was you not to peak it all in the year 1895?

Ans. I believe we had orders to that effect.

11. Was it not to be shipped the same year?

Ans. No Sir not under our contract. No time set when it should all go out of here.

12. Why was it not all shipped in 1895?

Ans. Well I do not know just why it should not all have been shipped in 1895 - but it was not.

13

13. How much of it was not shipped in that year? Give me your best estimate?

Ans. I do not know; I suppose there was 100.

45 cords or more I don't know just what there was of it.

- 15 Was the failure to ship in 1895 caused by the failure of Geary & Bowen to deliver the bark on Board cars at Ewing, then falling in of the tunnel or what?

Ans The tunnel had something to do with it it was falling in, but I do not know what the cause was.

- 16 Is it not a fact, that the bark will damage badly by lying in the woods ~~in~~ summer and winter?

Ans It is likely to damage some if not properly taken care of.

- 17 Was the bark, packed ~~or~~ ^{or} had packed by Geary & Bowen, put up in such a way as not to damage,

Ans I do not know how that was. I saw part of it which seemed to be packed up very nicely the other I did not see.

- 18 If said bark did injure in the woods or if the price fell, whose loss was it to be. Geary & Bowen's or S. Bailey & Co's

Ans Geary & Bowen was to take returns of

tanneries inspection and would have been a loss to them.

19 No you mean that you were to take the tanneries inspection, as to quantity, or quality.

Ans As to quality.

20 Then if you delivered boards packed by you in full cord measurement, and the boards was to turn out or be pronounced not good in quality, ^{do you mean to say,} that you were to lose all your work on it.

Ans We were to lose the dockage on it. Cause if we Our contract was that we was to take the tanneries inspection as to quantity and quality.
Re-examined.

1st Is it or not true that all the bark peeled by Hampter Smith in 1895 was peeled by Hampter & Bowen. Smith for Yeary & Bowen.

Ans Yes Sir.

Was S. Bailey & Co to pay Hampter & Smith or retain same from the price they agreed to pay you, and pay them according to your contract.

Ans Yes the agreement was they were to pay it out of the amount coming to Yeary

+ Bowen according to the contract of
S. Bailey & Co.

W. E. Young

James H. Garberough another witness
of lawful age being duly sworn deposes
and says.

1st State your name, age, residence, occupation.

Ans James H. Garberough, 30 years, Ewing Va.
lumberman.

2nd Are you acquainted with, W. C. T. Richmond
of Ewing Va. and W. T. Shepperson of
S. Bailey & Co.

Ans Yes Sir.

3rd Were you present at Mr Richmond's
store some time of the summer of
1886 June or July and heard a conversa-
tion between W. C. T. Richmond & W. T.
Shepperson in presence of yourself and
J. S. B. Richmond when said conver-
sation was in relation to what is
known in this suit as old return
for lumber sawed by you and others
for S. Bailey & Co prior to July 1886.
If your answer is yes, state what
was said as you now remember
as to payment of old return.

Ans. Yes I was present and heard the conversation. That was in July I heard this conversation. Mr. Richmond asked Mr. Shepperson as well as I remember where the retain was for the old lumber that had been shipped out. And I do not remember what ^{Mr.} Shepperson said, but Mr. Richmond asked him if he was going to pay the old retain and I think the word Mr. Shepperson said, was, the old retain will never come here; and they had a little spar about it someway and Mr. Richmond told him that it would come, it was due him. That is about all I remember.

Hth In this conversation did Shepperson agree to pay said retain to Richmond or any part of it or intimate he would pay it.

Ans. The old retain he said he would not pay. He did not agree to pay the old retain.

J. D. Garbrough,

The foregoing depositions were taken before me at the time and place stated in the caption pursuant to notices hereto attached and by agreement of the parties that the witnesses were duly sworn before testifying said depositions were read to them and subscribed to by them before me.

I further certify that I am not akin to any of the parties in this action and that the plaintiffs H. C. T. Richmond Ball + Snively + Hampton + Smith were represented by C. T. Duncan as attorney and the defendant by G. W. Sealsberry attorney.

Given under my hands this the 16th day of February 1847,

W. H. Gaggle Notary Public
Bell County Ky

My Commission expires Feby 4 1900.

Bill of Cost

Charles H. Woolvorton	1 day + 38 miles	1.22
J. W. Garbrough	1 day + 38 miles	1.22
W. C. Yeary	1 day + 20 miles	50
Notary Public fee	1	4.50
Postage		1.25
Paid by H. S. S. Bailey & Co		\$ 7.69

Hampton & Smith Begins page 12
X 24 - " " " 34

S Bailey & Co " "
ad. Depositions " "
H. C. T. Richmond " "

Received by mail in
good condition and
filed July 20th 1897
A. B. Munnery Clerk
=====

In The District Court for the District of Columbia

Hampton & Smith

James Hampton, partner with J.D. Smith, under
the firm name of Hampton & Smith.

is believed to be just -

Hampton
& Smith are

300 ⁰⁰

15th

no. ~~out~~ 5-

as about to remove

James Hampton
24th

A.B. Muncy

Handwritten text, possibly a signature or name, oriented vertically.

Thompson & Smith
of Appleton
Bailey & Co.

Handwritten text, possibly a signature or name, oriented vertically.

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No.

MIDDLESBOROUGH, KY., April 20 1896

S. BAILEY & CO.

TO J. C. S. Richmond

DR.

P. O. ADDRESS

Burns Va

For amount to pay labor for D. S. Garbrough
from Feb. 25 to March 31.

243 41

For amount for time of D. S. Garbrough
from Feb. 25 to March 31. 25 days @ \$2.00

51 60

295 01

This amount is paid on account of
D. S. Garbrough in accordance with understanding
between S. Bailey & Co., J. C. S. Richmond &
D. S. Garbrough.

RECEIVED April 20

1896, of S. BAILEY & CO.,

Two hundred + ninety five 00/100 Dollars

in full for the above account.

\$295.01

J. C. S. Richmond

VOUCHER NO.

S. BAILEY & CO.

Date April 20 1896

Name J. B. S. Richmond

P. O. Address Buring Va

1	Willetts Tract		
2	Lumber Account		
3	Tie Account		
4	Bark Account		
5	Expense Account		
6	Warrmouth Mill 29501		
7			
8			
9			
10			
11			
12			
13			
14			

\$

No.

MIDDLESBOROUGH, KY., May 18 1896

S. BAILEY & CO.

TO W. S. Gantbrough DR.P. O. ADDRESS Swing Va

Sawing 21653 ties			
Upper Mill	<u>1636</u>	07 ²	122.70
Lower "	529		
Bot. Soap	<u>323</u>	06 ²	21.00
S.B. Rb.	206	.08	<u>16.48</u> 160 18
Sawing Lumber			
75348 ft. Willets Jr. Soap			
<u>19865</u>	Bot		
95213 "		2.00	190.42
1600	- Siding from Ties	1.50	<u>2.40</u> 192 82
allowance for deduction in April			3 26
Inspecting	6 ¹ / ₂ hours	.20	<u>1 25</u>
			357 51
Balance from last month			<u>57 77</u>

415.28

RECEIVED May 18 1896, of S. BAILEY & CO.,

Four hundred & fifteen 28/100 Dollars in full for the above account.

\$415²⁸/₁₀₀

H. C. J. Richmond

VOUCHER NO.

S. BAILEY & CO.

Date *May 18, 1892*

Name *J. S. Garbrough*

P. O. Address *Durham Va*

1	<i>Willett's Tract</i>		
2	<i>Lumber Account</i>		
3	<i>Tie Account</i>		
4	<i>Bark Account</i>		
5	<i>Expense Account</i>		
6	<i>J. S. Garbrough mill</i>	<i>415</i>	<i>28</i>
7			
8			
9			
10			
11			
12			
13			
14			

\$

No.

MIDDLESBOROUGH, KY., June 24 1896

S. BAILEY & CO.

TO J. S. Yarbrough

DR.

P. O. ADDRESS Swing

Savings in May. 68523 y. Wilkes 2000

14908 - Bought -

83431 -

2.00

166 86

10112 - Ice Siding

1.50

15 16

2666 - Shipped.

.65

17 33*

Transferring N.Y.C #5523 to S.N #7902

1 40

Loading S.N #7675. 10441 y.

- #10806 9369 -

- #2293 2666 -

22476 -

.35

7 86

208 61* Error should be 71.73. Difference 815.00 to be
adjusted in JulyRECEIVED June 24

1896, of S. BAILEY & CO.,

Two Hundred & eight 54/100 Dollars

in full for the above account.

\$20861W. W. T. Richmond

VOUCHER NO.

S. BAILEY & CO.

Date *June 24, 1896*

Name *J. S. Garbrough*

P. O. Address

1	<i>Willetts Tract</i>		
2	<i>Lumber Account</i>		
3	<i>Tie Account</i>		
4	<i>Bark Account</i>		
5	<i>Expense Account</i>		
6	<i>Garbrough Mill</i>	<i>208</i>	<i>61</i>
7			
8			
9			
10			
11			
12			
13			
14			

\$

Note transposition of figures in last
credit item, making it 18° too much,
entered \$3.49 should have been 35.49
as will be shown by a calculation

S. BAILEY
DANVILLE, PENN.
W. F. SHEPPERSON,
MIDDLESBOROUGH, KY

S. BAILEY & CO.
LUMBER, RAILROAD TIES AND BARK
MIDDLESBOROUGH, KENTUCKY

MILLS AT
EWING, VA.
WHEELERS, VA.
MIDDLESBOROUGH, KY.

July 27th 1896

Statement of sawing done by J D Yarbrough In June 1896.

For S Bailey & Co/Ewing Va:

To Sawing 67449 ft at \$ 2.00 per M/	\$ 134.90
To Sawing Shipped out in June at 65 cts per M/	2.22
To Sawing 1275 R R Ties from upper Mill at 7 1/2 Cts.	95.62
To Sawing 782 R R Ties from lower Mill at 8. "	62.56
To Sawing 546 R R Ties from out side logs 6 1/2 "	53.49

\$ 348.79

Less amount over paid J D Y in June.	\$ 15.60
Less " Cash " J D Y in June.	8.00
Less " Bal On belt J D Y In June.	7.00
Less Cash Paid H C T Richmond 7/21.	75.00

\$ 105.60

105.60

\$ 243.19

Recd check July 27th 1896
for the above amount
H. C. T. Richmond

No.

MIDDLESBOROUGH, KY., 189.....

S. BAILEY & CO.

TO

DR.

P. O. ADDRESS

The \$100 retained on A/c of belt in this voucher, with the
surfacing of the dog boards to Hol. Stone uses makes 15⁴³,
Cost of belt for planer, bought by S B & Co for J D
Garbrough

RECEIVED 189....., of S. BAILEY & CO.,

..... in full for the above account.

\$

VOUCHER NO.

S. BAILEY & CO.

Date July 27th 1896

Name J D Yarbrough .

P. O. Address Ewing Va.

1	Willetts Tract.....	348.79
2	Lumber Account.....	
3	Tie Account.....	
4	Bark Account.....	
5	Expense Account.....	
6	
7	
8	
9	
10	
11	
12	
13	
14	

\$ 348.79

July 27th 1896

MIDDLESBOROUGH, KY., 189

S. BAILEY & CO.

TO H C T Richmond . DR.

P. O. ADDRESS Ewing Va.

For Orders taken up for Extrat Labor Loading Lumber and Tie

Logs & Bark. in June for S Bailey & Co. \$ 22.35

RECEIVED *July 28th* 189*6*, of S. BAILEY & CO.,

Twenty Two & 35/100 in full for the above account.

\$ 22.35

H. C. T. Richmond

VOUCHER NO.

S. BAILEY & CO.

Date..... **July 27th 1896**

Name..... **H C T Richmond**

P. O. Address..... **Ewing Va**

1	<i>Willett's Tract</i>	22.35	
2	<i>Lumber Account</i>		
3	<i>Tie Account</i>		
4	<i>Bark Account</i>		
5	<i>Expense Account</i>		
6		
7		
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12		
13		
14		

\$ 22.35

No.

MIDDLESBOROUGH, KY., April 20 1896

S. BAILEY & CO.

TO J. C. B. Richmond DR.

P. O. ADDRESS Burns Va

For Balance of earnings of Summy
Line as per statement rendered.
This amount to apply on expenses
of operation

71 72

RECEIVED April 20 1896, of S. BAILEY & CO.,

Seventy one ⁷²/₁₀₀ Dollars in full for the above account.

\$71 72

J. C. B. Richmond

VOUCHER NO.

S. BAILEY & CO.

Date April 20. 1896

Name J. B. Richmond

P. O. Address Cuming Va.

1 Willett's Tract

2 Lumber Account

3 Tie Account

4 Bark Account

5 Expense Account

6 Em greenery 71 72

7

8

9

10

11

12

13

14

\$

No.

MIDDLESBOROUGH, KY., May 16 1896

S. BAILEY & CO.

TO H. C. S. Richmond DR.

P. O. ADDRESS Birmingham Va

For earnings of Summery line as follows:

Hauling in April 76948 ft-

1.35 103 88

" " 3rd to May 13. 1842

.02² 46 05

149 93

To be applied for operating expenses

RECEIVED May 18 1896, of S. BAILEY & CO.,

One hundred + forty nine 93 10 00 00 full for the above account.

\$149⁹³

H. C. S. Richmond

Summy Line

VOUCHER NO.

S. BAILEY & CO.

Date May 18. 1896

Name H. G. S. Richmond

P. O. Address Summy Line

- | | | | |
|----|-----------------|-----|----|
| 1 | Willett's Tract | | |
| 2 | Lumber Account | | |
| 3 | Tie Account | | |
| 4 | Bark Account | | |
| 5 | Expense Account | | |
| 6 | Em Greenleaf | 149 | 93 |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |
| 13 | | | |
| 14 | | | |

\$

No.

MIDDLESBOROUGH, KY., June 24 1896

S. BAILEY & CO.

TO Ern. Greenleaf Trustee DR.

P. O. ADDRESS

Hauling in May 68523 ft. Saw Logs			
	<u>10112</u>	- Ice Siding	
	78635-		1.35
	9 cars Bank		1.25
			<u>106 16</u>
			<u>15 75</u>
			<u>121 91</u>
Less			
to coal	Apr. 15		17.24
"	June 1		16.70
" 3m.	" 5		20.70
Lima Loco. mach wons	June 16.	17.05	<u>71 69</u>
Balance paid to H. C. S. Richmond			<u>50 22</u>

RECEIVED June 24 1896, of S. BAILEY & CO.,Fifty 22/100 Dollars in full for the above account.\$ 50 22H. C. S. Richmond

VOUCHER NO.

S. BAILEY & CO.

Date *June 24 1892*

Name *Em. Greenleaf*

P. O. Address

1 *Willett's Tract*

2 *Lumber Account*

3 *Tie Account*

4 *Bark Account*

5 *Expense Account*

6 *Em Greenleaf* 50 22

7

8

9

10

11

12

13

14

\$

S. BAILEY,
DANVILLE, PENN.
W. T. SHEPPERSON,
MIDDLESBOROUGH, KY

S. BAILEY & CO.
LUMBER, RAILROAD TIES AND BARK
MIDDLESBOROUGH, KENTUCKY

MILLS AT
EWING, VA.
WHEELERS, VA.
MIDDLESBOROUGH, KY.

July 27th 1896

Statement of Tramming by the Street Rail Way E M Greenely Trustee.
For S Bailey & Co at Ewing In June 1896

To Tramming 43882 ft logs at 4 I.35 per M.	\$ 59.24
To Tramming 2057 R R Ties at 2 I/2 cts each.	51.40
To Tramming 12 cars Bark at I.75 per car.	21.00

131.64

Less Cash Advanced H C T Richmond in June .
for repairs.

50.00

\$ 81.64

Received Payment in full for the above account.

H. C. T. Richmond

NO.

MIDDLESBOROUGH, KY., July 27th 1898

S. BAILEY & CO.

TO ^E E M Greenely Trusee. DR.

P. O. ADDRESS Middlesborough Ky.

RECEIVED 1898, of S. BAILEY & CO.,

in full for the above account.

\$

VOUCHER NO.

S. BAILEY & CO.

Date July 27th 1896

Name E M Greenely Trusee.

P. O. Address Middlesborough?Ky.

	131.	64
1	Willett's Tract	
2	Lumber Account	
3	Tie Account	
4	Bark Account	
5	Expense Account	
6		
7		
8		
9		
10		
11		
12		
13		
14		

\$ 131.64

Law Office

G. W. Saulsberry

Middlesboro, Ky.

189

POWER OF ATTORNEY.

.....

I the undersigned, G.W.Saulsberr, do hereby authorize and empower B.H.Sewell, my attorney in fact, to sign my name to a bond to release an attachment and perform the judgment of the court in an action, wherein Hampton and Smith are plaintiff and S.Bailey and Co are defendants now pending in the Lee Circuit court, in Chancery in Lee county and wtate of Virginia and when said bond is so signed by said Sewell, it shall be as binding on me as if done in my own proper person.

Given under my hand and seal, this the 19th day of March 1897.

G.W. Saulsberry



Signed and Sealed
in the presence of

Bur K Fox

Know all Men by these Presents, That we G. W. Sawesbury

are held and firmly bound unto James Hampton & J. D. Smith partners under
The firm name of Hampton & Smith
in the sum of Five hundred Dollars, to the payment whereof we
bind ourselves, our heirs, executors and administrators, jointly and severally, by these presents.
We hereby waive the benefit of our homestead exemption as to this obligation. Witness our
hands and seals this 22. day of March 1897.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas *James Hampton and J. D. Smith* partners doing business under the firm name of *Hampton & Smith* in *chancery* plaintiffs in a suit instituted in the Circuit Court of the County of Lee, against *S. Bailey & W. T. Sheffer son* partners doing business under the firm name of *Hampton & Smith* defendant, has upon affidavit, made in due form of law, sued out of the Clerk's Office of the said Court an attachment against the estate of the said *S. Bailey & Co* for the sum of *Three hundred dollars.*

That being the amount claimed by the said plaintiff in the said suit.

Now THEREFORE, If the said S. Bailey has or come one for them shall do and perform such judgment or decree as ~~shall~~ pay all costs and damages which may be awarded against or sustained by ~~any~~ may be rendered against them by the circuit court any person by reason of suing out the said attachment, then the above obligation ~~of the court in said cause then this obligation~~ to be void, otherwise to remain in full force.

G. M. Saulsberry, [SEAL.]
By B. H. Dewell attorney at law. [SEAL.]

Executed in the presence of . *AB Muncey*

The sheriff accepted Gt Samsbury as
surety in this bond by my consent as atty for
Hampton Trustee, March 22nd 1897.
In the Clerk's Office of the Circuit Court of the County of Lee, the

189

.....the securit
in the above bond, this day made oath before me, A. B. MUNSEY, Clerk of the said Court, that
.....estate, after a payment of alldebts and of such liabilities as he ha
incurred for others and expect to have to pay,worth \$the
penalty of the said bond.

Given under my hand as Clerk of the said Court this _____ day of _____ 189

Clerk

S. Bailey & Co

Bond to perform

do { ~~Attachment Bond.~~
Judgment of
Court.

Hampson & Smith

C. J. Newson p. q.

Returned by W. P. Weston Shuff
and filed on this the 2^d.
day of March 1897
A. B. Munsey Clerk

S. BAILEY & CO.,
LUMBER.

pay to the
order of

Middlesborough, Ky., Sept 16 1895 No. 116

The Manufacturers' Bank.

Hampton Committee — \$59.24
Twenty nine and $\frac{24}{100}$ Dollars

S. Bailey & Co.

Samuel & Smith
R C T Richmond

For collection
POWELL'S VALLEY BANK
Wm. C. C. C.

For Collection, for Account of
CITY NATIONAL BANK
INDIANAPOLIS, ILL.
Wm. C. SHIELDS, President.

This agreement witnesses -
~~Between~~ Wm E. Yeary ~~Also~~ (J. E. Brown)
and James Hampton &
J. D. Smith - The first two
names of medales born by
the last two names of
Lee Co Va The said Yeary
& Brown contract to pay
the said Hampton & Smith one
dollar per cord for cutting
the timber and peeling the bark
from the Chestnut Oak Timber
belonging to J. Bailey & Co on
Cumberland Mountain known
as the Willets & Gibson Timber.
The said Hampton & Smith bind
themselves to cut and peel
the bark ~~from~~ ^{under} said during the
present season - Bark to be
set up in portion to Curr.
~~And~~ ~~bark~~ to be peeled in a
workman like manner -
The amount of the one dollar
per cord is to be paid by J. Bailey
& Co to the said Hampton & Smith -
Bark shipped in April to be paid for
15th May (return measure) and Bark
shipped in May to be paid for 15th
June & likewise to the Close - This
April 8th 1845 - Signed - & Sealed by J. E. Brown
Witnesses - J. D. Smith
H. C. Richmond

34
Nothing about the year
Garry & Brown
Contract
with
Hampden & Smith

Exhibit J.D.S. no 004,
Filed & paid 5th/89

Whereas J.D.Yarbrough and E E McNab have become indebted to H C T. Richmond and S.Bailey & Co. and it is desired to arrange for a settlement of said indebtedness it is agreed between the said parties as follows: that the amount due to H C.T.Richmond by J.D.Yarbrough and E.E.McNab in all the accounts against either or both of them both jointly and individually is ; that the amount due S.Bailey & Co.by J.D.Yarbrough and E.E.McNab,either or both of them jointly and individually is : that these balances are accepted as final by all parties hereto and shall never be questioned hereafter: J.D.Yarbrough agrees to pay these amounts by applying thereto all the receipts due him under a proposed arrangement for sawing the Lumber and railroad ties for S.Bailey & Co. in manner following:at the close of each month S.Bailey & Co.will make up a statement of the amount due J.D.Yarbrough under their agreement and shall first pay to H.C.T.Richmond so much of it as may be necessary to pay the amount he shall have paid during that month for the necessary running expenses of the mill,including wages to said Yarbrough and his men, supplies for the mill and actual repairs, provided that said Richmond shall not be called upon to furnish any amount beyond the actual earnings of the mill under the agreement: after repaying to said Richmond the amount due him for his advances during the month the balance due said Yarbrough shall be applied to paying the amounts herein declared to be due to H.C.T.Richmond and S.Bailey & Co until said amounts are fully paid. Settlements under this agreement to be made on the 15th of each month for the statements of the month previous. To avoid any misunderstanding it is agreed that no advances shall be made to said Yarbrough at any time by S.Bailey & Co. so that said Richmond shall know at all times the actual situation of the account.

Exhibit (1)

No.

MIDDLESBOROUGH, KY., Aug. 15/96. 189

S. BAILEY & CO.

TO J. D. Yarbrough,

DR.

P. O. ADDRESS Ewing, Va.

To 178769 ft. shipped at \$.65	\$116.20	
.. 10487 .. quartered oak shipped at \$2.65	27.79	\$143.99
Less overpayment in July (by transposition)	18.00	
		<u>18.00</u>
		\$125.99

RECEIVED..... 189....., of S. BAILEY & CO.,

..... in full for the above account.

\$

Ex. (2)

VOUCHER NO.

S. BAILEY & CO.

Date *Aug. 15/96*

Name *J. D. Fairbrough*

P. O. Address

- | | | | |
|----|------------------------------|--|--|
| 1 | <i>Willett's Tract</i> | | |
| 2 | <i>Lumber Account</i> | | |
| 3 | <i>Tie Account</i> | | |
| 4 | <i>Bark Account</i> | | |
| 5 | <i>Expense Account</i> | | |
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| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |
| 13 | | | |
| 14 | | | |

\$

No.

MIDDLESBOROUGH, KY., Jan. 4/97 189

S. BAILEY & CO.

J. D. Yarbrough

TO DR.

P. O. ADDRESS Ewing Va.

Amount Shipped from yard in Dec. 24687 ft. at 65¢ per M \$ 16.05

Dec. 12	Car #	11184	-	11031	ft.
" 14	" #	6583	-	10182	"
" 15	" #	8270	-	3474	"
Total	-	-	-	24687	"

DUE Jany. 15/97

RECEIVED 189, of S. BAILEY & CO.,

in full for the above account.

\$

Ex. (31)

VOUCHER NO.

S. BAILEY & CO.

Date

Name

P. O. Address

- | | | | |
|----|------------------------------|--|--|
| 1 | <i>Willett's Tract</i> | | |
| 2 | <i>Lumber Account</i> | | |
| 3 | <i>Tie Account</i> | | |
| 4 | <i>Bark Account</i> | | |
| 5 | <i>Expense Account</i> | | |
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| 12 | | | |
| 13 | | | |
| 14 | | | |

\$

~~Internal Revenue Service,~~
~~Sixth District of Virginia,~~
~~Deputy Collector's Office,~~

Evening 17 April 73, 1896

Mr S Bailey Esq.

Middleboro
Mass.

I had hoped to have
your check corrected amount-
ing. A m for the one returned
yesterday

I have your bills
due the agent at this place
for about \$25⁰⁰ as I have
already advanced \$25⁰⁰ of
my own money to pay
March acct for St R May-
If it is your pleasure
to carry out our understanding
as I understood - Then

No. _____

Dep'y Collector of Internal Revenue, 6th Dist., Va.

_____, 189 .

SUBJECT:

No. of Inclosures, _____

Officers of Internal Revenue must fill out the indorsement and
brief on the back of each letter to the Department.

62
141

Internal Revenue Service,
Sixth District of Virginia,
Deputy Collector's Office,

....., 189 .

I am ready to take up these bills promptly - My understanding was that S. Bailey & Co would pay over to me the amount due on estimates at the close of each month - I to pay with this money - all bills for running expenses. During that month, and when there was a surplus - we (that is H. C. McQuinn and S. Bailey & Co) would divide and place both of Yorks & McQuinn on old account - This is the only way that it can be done satisfactory and without getting bills mixed

No. _____

Dep'y Collector of Internal Revenue, 6th Dist., Va.

_____, 189 .

SUBJECT:

No. of Inclosures, _____

Officers of Internal Revenue must fill out the indorsement and
brief on the back of each letter to the Department.

Ex (4)

Internal Revenue Service,
Sixth District of Virginia,
Deputy Collector's Office,

....., 189 .

There were bills against the
mill for March presented
yesterday - so I had to decline
to take them up, because
my bill had gone in to you
and I had nothing with
which to pay them -

"As long as you depend
upon men without business
qualifications to render
statements of expenses -
for a month - that long
will your business be
ruined - I have a voucher
for every dollar I pay &
my books are open for

No. _____

Dep'y Collector of Internal Revenue, 6th Dist., Va.

_____, 189 .

SUBJECT:

No. of Inclosures, _____

Officers of Internal Revenue must fill out the indorsement and
brief on the back of each letter to the Department.

Box (41)

Internal Revenue Service,
Sixth District of Virginia,
Deputy Collector's Office,

....., 189 .

inspection at any time you
are here - but hereafter
if I am to be pay master
I must decline to sand
in my accounts for the
month past until bills
are all brought in and
paid - then every body will be
satisfied - otherwise the
growing goes on and I am
concerned - If Mr. J. can
he had best come up to
Marion moving - Little
Kille Idles - and I fear
for the amount of Casks
in the neighborhood. there is

No. _____

Dep'y Collector of Internal Revenue, 6th Dist., Va.

_____, 189 .

SUBJECT:

No. of Inclosures, _____

Officers of Internal Revenue must fill out the indorsement and
brief on the back of each letter to the Department.

CP
67. (4)

Internal Revenue Service,
Sixth District of Virginia,
Deputy Collector's Office,

....., 189 .

Not a sufficient amount
of post going to satisfy you.
Our mill ground and hammer
5 hours yesterday - and this
A M is still hammering -
"

As I have to go to Jomice
Saturday morning - I trust
it will be your pleasure
to send my check by
to Marion (Friday) morning
mail.

Very Truly Yours -
H. C. D. Richmond

Ex (4)

No. _____

Dep'y Collector of Internal Revenue, 6th Dist., Va.

_____, 189 .

SUBJECT:

No. of Inclosures, _____

Officers of Internal Revenue must fill out the indorsement and
brief on the back of each letter to the Department.

STATEMENT OF BARK SHIPPED IN 1895.

Showing Debits and Credits to Yeary and Bowen.

Date Shipped		Car Nos.	Amount of Bark	
Apl. 25		18987	12	14/128 Cds.
25		18296	11	58/
May 1		1284	12	39/
2		18085	10	56/
3		718	8	36/
6		2744	11	119/
7		17946	11	111/
9		4894	8	20/
15		580	9	111/
15		7129	8	110/
20		2569	12	22/
20		18773	11	119/
21		18942	12	38/
22		19085	12	15/
22		4172	8	32/
22		9058	9	6/
23		1110	9	2/
28		1352	11	112/
28		4332	9	2/
28		3637	9	41/
29		419	10	65/
29		4014	9	21/
29		4239	9	60/
31		239	9	60/
31		3001	9	60/
31		1446	9	100/
June 1		1604	9	67/
5		17832	11	88/
7		3748	8	110/
3		1459	9	60/
10		3742	8	110/
May 24		1267	8	76/
June 11		6789	12	27/
12		4965	9	21/
13		1986	9	41/
14		5152	8	76/
15		4325	9	106/
17		360	8	39/
19		18855	12	124/
25		292	10	76/
25		17082	12	64/
25		4902	8	98/
27		758	11	43/
28		1544	9	8/
28		811	11	
28		11483	12	
28		1382	9	8/
July 5		772	10	
5		2553	10	125/
5		901	9	42/
5		1269	8	20/
9		743	8	71/
9		953	11	21/
9		749	8	110/
11		5450	8	92/
11		2027	8	116/
Aug. 3		1842	8	71/
3		2241	8	
3		2261	8	110/
3		18969	10	103/
3		936	11	110/
July 29		11275	11	21/
June 8			2	52/
			--626--23/128 Cords at	
			\$3.50 \$2191.63	

DEBITS.

May	15	Cash	- - - - -		\$ 82.46
June	15	"	- - - - -		473.71
"	22	"	- - - - -		313.04
July	8	"	- - - - -		99.44
"	18	"	- - - - -		575.19
Aug.	3	"	- - - - -		143.82
"	15	"	- - - - -		296.32
Sep.	16	"	- - - - -		157.36
Car No.	2569	12	22/128 cords,	docked \$1.00 per cord	12.17
" "	749	8	110/"	.50 " "	4.43
" "	953	11	21/"	.50 " "	5.58
" "	743	8	71/"	.50 " "	4.28
" "	5450	8	92/"	1.50 " "	13.60
" "	2027	8	116/"	1.00 " "	8.90
" "	2241	8	" "	1.00 " "	8.00
" "	2261	8	110/"	1.00 " "	8.86
" "	18969	10	103/"	4.00 " "	43.22
" "	936	11	110/"	1.50 " "	17.79
" "	11275	11	21/"	4.00 " "	44.65
" "	1842	8	71/"	2.00 " "	17.11
					\$2329.41

Total Debits	\$ 2329.41
Total Credits	<u>2191.63</u>
Bal. Due S. Bailey & Co.	137.78

67

Ex (13-4)

S. BAILEY & CO.,
LUMBER.
DANVILLE, PENN'A.

S. BAILEY.
W. T. SHEPPERSON.

PLEASE REMIT TO MAIN OFFICE.

BRANCH OFFICE, MIDDLESBOROUGH, KY.,

Apr 16 1898

Memo May 9-16-1898
Recd of J. B. Bailey Co.
Six Hundred and fifteen and $\frac{26}{100}$
Dollars in full for Statement
Rendered, less fifty dollars
Retained for final Statement
of Six Years Damaged Board
\$ 615. $\frac{26}{100}$.

297.36
157.36 - Paid
187.50
220.14 - Cash
565.26

Henry A. Bowen

amt Paid 565.26

118.12 - 57.13
59.21 - 57.13
227.26

Ex. (16)

Ex. (9)

April 30/96 Saw Mill Co

April 4	Order by Sam McKee	1.00
✓ 9	" " " " " "	1.00
✓ 14	" " " " " "	1.00
✓ 16	" " " " " "	1.00
✓ 18	" " " " " "	1.00
✓ 20	" " " " " "	1.00
✓ 23	" " " " " "	1.00
✓ 24	" " " " " "	1.00
✓ 25	" " " " " "	1.00
		<u>\$9.00</u>

April 3	Frank Lorton	
✓	order " " " "	80
✓ 4	" " " " " "	75
✓ 15	" " " " " "	1.00
		<u>2.55</u>

April 23	Frank Ayer	
✓ 23	Order " " " "	80 Dunny
✓ 24	" " " " " "	40 Dunny
✓ 25	" " " " " "	40 Dunny
✓ 30	" " " " " "	1.30
		<u>2.90</u>

April 30	Henry Abbott	50
✓ 30	John Amalewood	1.50
✓ 22	" " " " " "	75
✓ 22	Morgan Atkins	75
✓ 23	" " " " " "	1.00
✓ 24	" " " " " "	1.00
✓ 25	" " " " " "	1.00
✓ 30	Charlie Taylor	16 Dunny
✓ 30	David Hampton	2.30
✓ 30	Rob Adams	1.40
✓ 30	Thomas Rice	2.30
✓ 7	Frank Lewis	90
✓ 4	Amos Leedy	1.50
✓ 21	" " " " " "	1.00
✓ 28	Chas Ayer	20
✓ 25	Phil Ayer	1.50
✓ 25	" " " " " "	1.00
		<u>\$33.11</u>

April 30	Amos Leedy	\$33.11
✓ 22	Wm Amos	75
✓ 23	Jose Cury	1.00

20	S Bailey & Co	
20	Sam Klimes	25
22	" " " " " "	50
23	" " " " " "	80
24	Rufus Wilson	1.00
24	" " " " " "	1.00
29	M. H. Johnston	50
30	" " " " " "	50
Total Amt		<u>\$39.41</u>

Bail & Sample

Please attach the orders to this and send to me - Some are for Dunny, some S. Bailey & Co - some for Yarrow Mill Co - and they have to go in regularly at first of each month and paid off 15th if there is money to do it.

May 1 - 1896

H C Richmond

Amt	S. Bailey & Co	\$ 4.55	Paid
"	Dunny Line	1.76	Paid
		<u>6.31</u>	
		\$ 33.10	

39.41
6.31
33.10

No.

MIDDLESBOROUGH, KY., Aug. 15/96. 189

S. BAILEY & CO.

TO E. M. Greenley, Trustee, DR.

P. O. ADDRESS Middlesborough, Ky.

1896.

Cr.

July. To Trimming (17) cars bark at \$1.75 per car \$39.75

Dr.

To 2000 ft. oak bill lumber at ~~10.00~~^{\$10.00} per M. \$20.00

.. Atkinson & Co. bill for iron 5.31

.. Lumber at Middlesborough 5.00

30.31

Bal. due S. Bailey & Co. .56

RECEIVED 189, of S. BAILEY & CO.,

in full for the above account.

\$

Ex. (11)

VOUCHER NO.

S. BAILEY & CO.

Date *Aug. 15/96*

Name *E. M. Greenley, Treas.*

P. O. Address

- | | | | |
|----|------------------------|--|--|
| 1 | <i>Willett's Tract</i> | | |
| 2 | <i>Lumber Account</i> | | |
| 3 | <i>Tie Account</i> | | |
| 4 | <i>Bark Account</i> | | |
| 5 | <i>Expense Account</i> | | |
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| 11 | | | |
| 12 | | | |
| 13 | | | |
| 14 | | | |

\$

Middletown, N. J.

6/26 1896

M. J. S. Yarbrough

Bought of A. M. KINNAIRD & CO.,
SHOERS AND FURNISHERS.

May 30, 1896

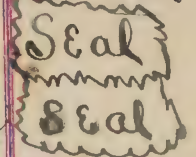
Paid Jan 27, 1896

Wm. Munnery & Co.

Ex(12)

Middlesboro, Ky. Apr 20. 1895.
This is to show that we have instructed
Spaier & Co. to retain from
our contract with them for Peeling
and Delivering Logs on Cars on
L & N R.R. One Dollar per Cord to be
Paid Mr Hampton for Peeling -
also One and twenty five Cts 1.25 per Car
Load to be Paid Mr Breckenridge for
Hauling Logs from woods to L & N R.R.
also 25¢ per M for Logging Contract
to be Paid Mr Breckenridge on each of
Hauling out Logs, and further -
that we agree to load all Logs on
train Cars for the Dummy Line -

W. E. Yeary
E. E. Bowen



Ex 131

S. BAILEY,
DANVILLE, PENN.
W. T. SHEPPERSON,
MIDDLESBOROUGH, KY

S. BAILEY & CO.
LUMBER, RAILROAD TIES AND BARK
MIDDLESBOROUGH, KENTUCKY

MILLS AT
EWING, VA.
WHEELERS, VA.
MIDDLESBOROUGH, KY.

Aug 4th 1896

James Hampton Esq.

Ewing Va:

Dear Sir:

The Writer promised you to investigate the bark shipments to W W Mooney, and we find that he ~~as~~ has agreeded to take them at a price that will net us a trifle over the freight? Now in order to be fair with you as we know how, we will make you the following propisition, that is we will pay you 50 cts per cord on the return measurments on the bark shipped to W W Mooney also to the Middlesborough Tannery. if this is satisfactory advise us at once and we will upon the receipt of the measurements of the middlesborough people, send you a check to close the account. Yours Truly?

S Bailey & Co

S.

hope to get back some time during the month.

"14"

S. BAILEY & CO.,
LUMBER.

S. BAILEY.
W. T. SHEPPERSON.

DANVILLE, PENN'A March 15th 1891,

MESS. HEARY and Bowen
Middletown Ky
Gentlemen
The writer expects to Return
to Middletown about April 1st
in the meantime we hope you
will arrange matters so that
you will be able to commence
passing orders just as soon
as it is possible to do so. for
we must have it all cleared
this season. Kindly let me
hear from you, and Oblige
yours Respec^t

S. Bailey
Shepperson

Exp (15)

COLLATERAL

Note of

Exhibits

No.

From W. H. Gagle Notary Public
Middleboro Ky.

Exhibits

A. W. Munsey
Clerk Chancery Court
Lee County, Jonesville
Va.

Exhibits
to
depositions

Exhibits
to
depositions

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 132

Ewing, Va., 7/24 1894

H. C. T. RICHMOND,

Pay Bob Owens

90 Dollars
100

in Merchandise, on demand at your store.

\$ 90.05 Pay by X P / K

H. C. T. RICHMOND,

DEALER IN

Dry Goods, Groceries, Etc.

No. 148

Ewing, Va., 7/25 1896

H. C. T. RICHMOND,

Pay Robt Owens

75

Dollars

100

in Merchandise, on demand at your store.

\$ 75^{cts}

J. Bailey & Co 3

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 100

Ewing, Va., 7/17/ 1894

H. C. T. RICHMOND,

Pay Bob Owens

35 Dollars
100

in Merchandise, on demand at your store.

\$ 35 00 J. Bailey & Co. J. H. J.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 53

Ewing, Va.,

7/11/ 1894

H. C. T. RICHMOND,

Pay

Bab Ann

50 Dollars

100

in Merchandise, on demand at your store.

\$ 50 cts S. Bailey & Co. J. D. J.

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 94

Ewing, Va.,

7/15/ 1894

H. C. T. RICHMOND,

Pay

Bah Owens

65 Dollars

100

in Merchandise, on demand at your store.

\$

63-06 S. Bailey & Co. / J. J. Dry

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 708

Ewing, Va.,

7/17/ 1896

H. C. T. RICHMOND,

Pay

Bab Owens

and Father

Dollars

100

in Merchandise, on demand at your store.

\$ 100

J. B. Owens & Co. J. B. Owens

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 110

Ewing, Va.,

7/15/

1894

H. C. T. RICHMOND,

Pay

Bab Owens

one Dollar

100

Dollars

100

in Merchandise, on demand at your store.

\$ 100

S. Bailey & Co. J. P. Dwyer

H. C. T. RICHMOND,
DEALER IN
Dry Goods, Groceries, Etc.

No. 170

Ewing, Va., 7125 1896

H. C. T. RICHMOND,

Pay Bark Owens

40 Dollars

100

in Merchandise, on demand at your store.

\$ 40.05

No. 51

Ewing, Va., Feb 11 1894

H. C. T. RICHMOND,

Pay C H Walworth

50 Dollars

100

in Merchandise, ~~on demand~~ at your store.

\$ 50.05 J Bailey & Co Phila

we hereby assign to H.C.T. Richmond
the full amount of the judgement
which we obtained against
S. Bailey & Co - at the June term
of the Circuit of Lee Co Va.

Given under our hands. This
the 15th day of June 1897.

Witness: Hampton Smith
Wm Stanley

Edward L.

A B Muncy -

June 15th 1897

Clerk Circuit Court
Lee Co Va -

Please file the above assignment
in the papers of Hampton Smith
v. S. Bailey & Co - and have
Judge Sweeney to make a copy
of it on the judgement - and
take such steps as will secure
the payment according to the
above assignment

Yours truly,
H.C.T. Richmond

Hamplons Smith
To assignment

H. C. T. Richmond

Filed June the 15th 1897

A. B. Munsey Clerk

1896 J Bailey & Co
 In acct with H. C. Richmond
 July For orders paid in July as follows

Wm Tom Mabb.	20. 100 100 100 100 80 35. 40.	✓	5.75
Jim Morgan	60. 85 50. 30 80 100 20 40 40 90 45.	✓	6.90
Samuel Leary	60 100 100 50 80 100 40 65 100 40 40 85 40 75.	✓	10.25
Rich Morgan	60 50 90 40 75.	✓	3.15
John Silman	15. 75.	✓	90
Jim Silman	75.	✓	75
Bob Aram.	90 75. 35. 80. 65. 100 100 40.	✓	5.85
Nath Gray	90. 35. 40. 40. 35.	✓	2.40
John McLeod	75. 85. 100 50 65 80 40 100 115 100 40 25.	✓	9.45
Don Fally	-	✓	75
Will Davis	100 50 20 30	✓	2.00
Lick Mabb	100 35. 20. 65. 35 85 40 90 75.	✓	5.45
Ab Clifton	100 100 50 80 100 40 115 65 100 60 50 75.	✓	9.35
Rich Clifton	50, 50, 10.	✓	1.10
Henry Woodward	80 100 40 115.	✓	3.35
Sam Preece	35. 40.	✓	75
A. J. Smallwood	20.	✓	20
George J. Great	10. 115. 40.	✓	1.65
Charles Walverton		✓	60
J. S. Yarbrough	12 1/4 days 2 ⁰⁰		24.50
Supplies		✓	35

106- July 96 \$70.95-
 1 bill 35

\$95.45

It is admitted that the foregoing account
 orders for which are filed in correct except
 the item 12 1/4 days amounting to \$24.50
 This item is disputed

Wm. Paulsberry
 Atty for J. Bailey & Co

521
650
2020
155.80

5 DAYS RETURN TO

S. BAILEY & CO.

LUMBER

 **BARK**

RAILROAD TIES

MIDDLESBOROUGH, KY.

Papers, for June 1st
for March 1st.

$$\begin{array}{r}
 95.45 \\
 24.50 \\
 \hline
 \$ 70.95 \\
 125.99 \\
 \hline
 \$ 196.94 \\
 16.05 \\
 \hline
 \$ 212.99
 \end{array}$$

$$\begin{array}{r}
 191. \\
 70.95 \\
 \hline
 \$ 261.95 \\
 212.99 \\
 \hline
 48.96
 \end{array}$$

In the Clerk's Office of the Circuit Court of the County of
Lee

James Hampton & J. D. Smith Plaintiff s.
against

In Chancery

S. Bailey & W. T. Shepperson Defendant s.

This day H. L. T. Richmond personally appeared
before me. A. B. Munsey Clerk of the said Court,
and being duly sworn, made oath that S. Bailey & W. T. Shepperson

defendant s in the said suit are not resident s of the State of Virginia,

Given under my hand as Clerk of the said Court, this 24th day of September

1896

A. B. Munsey Clerk

Hampton Smith

vs. } AFFIDAVIT FOR ORDER
OF
PUBLICATION.

S. Bailey & Co

Filed Sept 24th 1896

A. B. Munnay Clerk

P. Broo.

p. q.

In the Clerk's Office of the Circuit Court of the County of
Lee on the 24th day of September 1896.

James Hampton & J. D. Smith

Plaintiffs.

against

In Chancery

S. Bailey & W. T. Shepperson

Defendants.

The object of this suit is to collect from the defendants S. Bailey and W. T. Shepperson partners trading under the firm name and style of S. Bailey & Co. the sum of \$300.00 and to attach for that purpose the estate of the said S. Bailey & Co. situate in Lee County Virginia, and subject the same or enough thereof to pay said debt interest & the costs of this suit.

And an affidavit having been made and filed that the defendant S. Bailey & W. T. Shepperson

are not residents of the State of Virginia, it is ordered that they do appear here, within fifteen days after due publication hereof, and do what may be necessary to protect their interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the South West Virginia, and that a copy be posted at the front door of the court-house of this County on the first day of the next term of the County Court.

A copy—Teste:

Pennington Bros & Duncan & Hyatt p. q.

A. B. Munsey Clerk.

Hampton & Smith

VS.

ORDER
OF
PUBLICATION.

J Bailey & Co

I A B Munsey Clerk of the
Circuit Court for Lee County
do hereby certify that
I posted a copy of the within
in order of Publication
at the front door of the
Court House of Lee County
on the 1st day of the Oct
term 1896,
Given under my hand
this the 20th day of Oct
1896
A B Munsey Clk

The Commonwealth of Virginia,

To the *Sheriff* of the County of *Lee*, Greeting:

WE COMMAND YOU, That you summon *S. Bailey & W. T. Shepperson,*
partners in trade under the style
and firm name of S. Bailey & Co.

to appear at the Clerk's Office of the *Circuit* Court of the County of *Lee*
at the rules to be held for the said Court on the *1st* Monday in *October*, 189*6*,

to answer a bill in Chancery, exhibited against *Them* in our said Court by *James*
Hampton and J. D. Smith, part-
ners, partners doing business under the
style and firm name of Hampton &
Smith

And have then there this writ. Witness, *A. B. Munsey* Clerk of our said
Court, at the court-house, the *24th* day of *Sept* 189*6*, and in the *121st* year
of the Commonwealth.

A. B. Munsey Clerk

Attached on
25 stacks of Poplar
lumber, on 18 stacks
of Oak lumber on
12 stacks of Chest
nut lumber and a
lot of Bull lumber, all
estimated at about 100,000
The property of ~~Sherrill~~ ^{Sherrill} ~~and~~
and all situated and
being on the lumber yard
of S. Bailey & Co near
Zwiny depot in Lee
County Virginia. and
claimed by the said W.T.
Shepperson to be in his
possession.

This 25th day of September
1896.

Not located on S.
Bailey ~~and~~ he not
being found in my
county.

W. P. Weston J.L.C.

Form No. 300.

Hampton & Smith

US.

SUBPOENA
IN
CHANCERY.

S. Bailey & Co
Perrytown Bros
& Dungan & Wyatt p. q.

To St Octo Rules

Circuit Court.
Lee County

Executed on this the
25th day of September
1896 by delivering a true
copy of the within Sub-
poena in Chancery
to W.T. Shepperson one
of the firm of S. Bailey
& Co. and for this ex-
ecuted on the 25th day
of September 1896 by
delivering the within &

The plaintiff in this ~~suit~~ ^{suit} having made affidavit as required by law,
at his requisition the officer to whom this writ is directed is
hereby ordered to attach the estate of the defendants, S. Bailey and
W.T. Shepperson, partners in trade under the firm name of S. Bailey
and Co., or so much thereof as may be necessary to satisfy the
amount of \$300.00 and interest claimed in this suit, and the
subject to keep to answer the future order of the court.

Teste:

W. P. Weston Clerk.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon S. Bailey and W. J. Shep-
person, partners in trade under the
style and firm name of S. Bailey & Co.,

to appear at the Clerk's Office of the Circuit Court of the County of Lee
at the rules to be held for the said Court on the 15th Monday in October, 1896,

to answer a bill in Chancery, exhibited against them in our said Court by James
Hampton and J. D. Smith,
partners doing business under the
style and firm name of Hampton
& Smith

And have then there this writ. Witness A. B. Mursey Clerk of our said
Court, at the court-house, the 24th day of Sept. 1896, and in the 12th year
of the Commonwealth.

A. B. Mursey Clerk

The plaintiff in this suit having made affidavit as required by law, at his requisition, the officer to whom this writ is directed is hereby ordered to attach the estate of the defendants, S. Bailey and W. T. Shepperson, partners in trade under the firm name of S. Bailey and Co., or so much thereof as may be necessary to satisfy the amount of \$300.00 and interest claimed in this suit, and the subject to keep to answer the future order of the court.

Teste:

A. B. Munsey
Clerk

Form No. 300.

SUBPOENA
IN
CHANCERY.

}

vs.

p. q.

Rules

Court.

To

❁ CERTIFICATE OF ORDER OF PUBLICATION. ❁

WE, A. M. Goins and W. M. Davidson, editors of the **SOUTHWEST VIRGINIAN**, a weekly newspaper published at Jonesville, Lee county, Va., do hereby certify that the annexed notice was published in said paper once a week for four successive weeks, commencing on the

1 day of *Oct.* 1896.

A. M. Goins
W. M. Davidson } EDITORS.

VIRGINIA--In the Clerk's Office of the Circuit Court of the County of Lee, on the 24th day of September, 1896.

James Hampton & J. D. Smith, Plaintiffs.
Against

S. Bailey & W. T. Shepperson, Defendants.

IN CHANCERY.

The object of this suit is to collect from the defendants, S. Bailey and W. T. Shepperson partners trading under the firm name and style of S. Bailey & Co, the sum of \$300.00, and to attach for that purpose the estate of the said S. Bailey & Co., situate in Lee county, Va., and subject the same or enough thereof to pay said debt, interest and the costs of this suit. And an affidavit having been made and filed that the defendants, S. Bailey and W. T. Shepperson are not residents of the State of Virginia, it is ordered that they do appear here, within fifteen days after due publication hereof, and do what may be necessary to protect their interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the **SOUTHWEST VIRGINIAN**, and that a copy be posted at the front door of the court-house of this county on the first day of the next term of the County Court.

A copy--Teste:

A. B. MUNSEY, Clerk.

Pennington Bros. and Duncan & Hyatt p. q.

10ct4w

Handwritten notes in Chinese characters, likely bleed-through from the reverse side of the page.

Printer's fee
\$6.00

❁ CERTIFICATE OF ORDER OF PUBLICATION. ❁

WE, A. M. Goins and W. M. Davidson, editors of the SOUTHWEST VIRGINIAN, a weekly newspaper published at Jonesville, Lee county, Va., do hereby certify that the annexed notice was published in said paper once a week for four successive weeks, commencing on the

1 day of *Oct* 1896.

A. M. Goins
W. M. Davidson } EDITORS.

VIRGINIA—In the Clerk's Office of the Circuit Court of the County of Lee on the 24th day of September, 1896.

H. C. T. Richmond, Plaintiff.
Against

S. Bailey & W. T. Shepperson, Defendants.
IN CHANCERY.

The object of this suit is to collect from the desendants, S. Bailey and W. T. Shepperson, partners trading under the firm name and style of S. Bailey & Co., the sum of \$334 17 and to attach for that purpose the estate of the said S. Bailey & Co., situate in Lee county, Va., and subject the same or enough thereof to pay said debt, interest and the costs of th's suit. And an affidavit having been made and filed that the defendants S. Bailey and W. T. Shepperson are not residents of the State of Virginia, it is ordered that they do appear here, within fifteen days after due publication hereof, and do what may be necessary to protect their interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the SOUTHWEST VIRGINIAN, and that a copy be posted at the front door of the court house of this county on the first day of the next term of the County Cou. t.

A copy—Teste :

A. B. MUNSEY, Clerk.

Pennington Bros. and Duncan & Hyatt p. q.

1oct1w

Printer's fee.
\$6.00

Hampton Smith

vs. Bill

H. Bailey & Co.

1896 1st Oct rules bill filed Jan 2d.
as to M. J. Shepperson + D. N.
as to him + O. P. for nonresident
" 2nd Oct rules D. N. Confd.
and Contd. O. P. for nonresident
" 1st Nov rules taken the last
Monday in Oct O. P. Complete
+ Cause set for hearing

June Term 1897 Decree
final See Chy Order Book
6 Pages 22-3

Plffs Costs

C 7.40

Tax 1.50

Shiff 1.00

Printer 6.00

Depos 7.00

Attys 1.50

Costs 2.94

\$41.30

Defts Costs

C 1.95

Depos 2.75

\$47.00

41.30
47.00
15.70

Plffs Costs

C 7.40

Tax 1.50

Shiff 1.00

Printer 6.00

Depos 7.50

Attys 2.90

Costs 1.50

\$41.30